



AGENDA

Gainesville Mayor/Council Meeting
Tuesday, May 15, 2018, 5:30 PM
Public Safety Complex (Gainesville Justice Center)
Municipal Court Room, 701 Queen City Parkway
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATION(S):

- A. You're the Reason Scholarship Awards
- B. National Public Works Week Proclamation

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

- A. Gainesville Non-Profit Development Foundation
 - Position held by Montine Smith

Minutes

- A. April 26, 2018 Work Session
- B. May 1, 2018 Mayor/Council Meeting

Resolutions

- A. BR-2018-26 Accepting Streets within Phase II of the Heritage Pointe Subdivision as City Streets
- B. PR-2018-11 Adopt 2018 Community Home Improvement Program (CHIP) Grant Program Policies & Procedures Manual
- C. PR-2018-12 Jesse Jewell Parkway Utilities Relocation - Design and Bidding Services

GENERAL LEGISLATION:

A. Ordinance No. 2018-10

Amend Chapter 6-13 Sidewalk Cafes

AN ORDINANCE TO AMEND CHAPTER 6-13 ENTITLED "SIDEWALK CAFES" OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE; BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

PUBLIC HEARING(S):

Community Development Items

- A. PR-2018-13 Community Development Block Grant (CDBG) 2018 Annual Action Plan & Citizen Participation Plan

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, May 11, 2018, 10:15 AM

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 5/9/2018
Presenter: Catiel Felts
Item of Business: You're the Reason Scholarship Awards
Meeting Date: 5/15/2018

Purpose of Request:

You're the Reason Scholarship winners will be announced and recognized.

Applicants include: Ben Beebe, Daniel Costantini, Megan Dyer, Victoria Glover, Ryan Hogan, Olivia Mansfield, Lauren Shubert, Melissa Stowers, and Sidney Summer.

History/Background:

This scholarship was established in 2012 to help fund college education for City of Gainesville employees' children. Employees raise money throughout the year through payroll deductions and fundraisers. The winners are selected by a panel of judges who are not associated with the city government.

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Catiel Felts

If funding is involved, are funds approved within the current budget?

No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 5/9/2018
Presenter: Mayor Dunagan
Item of Business: National Public Works Week Proclamation
Meeting Date: 5/15/2018

Purpose of Request:

Acknowledge our public works professionals, engineers, managers and employees and recognize the contributions they make to ensure the health, safety, welfare and quality of life of the citizens of Gainesville, and the community.

History/Background:

2018 marks the 58th annual National Public Works Week which is sponsored by the American Public Works Association.

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

If funding is involved, are funds approved within the current budget?

No

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Proclamation: National Public Works Week	Cover Memo



PROCLAMATION

WHEREAS: *public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of Gainesville; and*

WHEREAS: *such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from state and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation systems, solid waste and recycling, cemetery, vehicles and equipment, public buildings, and other structures and facilities essential to serve our citizens; and*

WHEREAS: *it is in the public interest for the citizens and civic leaders in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities; and*

WHEREAS: *the year 2018 marks the 58th annual National Public Works Week sponsored by the American Public Works Association.*

NOW, THEREFORE, BE IT RESOLVED, *that I, C. Danny Dunagan, Jr., Mayor and the Gainesville City Council, do hereby proclaim the week May 20-26, 2018 as*

“National Public Works Week”

and urge all our people to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

Presented this 15th day of May, 2018

C. Danny Dunagan, Jr., Mayor
City of Gainesville

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 5/10/2018

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 5/15/2018

Purpose of Request:

The following appointments, minutes and/or resolutions are being considered under the Consent Agenda Section. These items were previously distributed for review and/or discussed. Unless otherwise directed by Mayor and Council, they will not be discussed during this meeting.

If you have questions regarding these documents, please feel free to contact the City Clerk's Office during normal business hours (Monday through Friday from 8:00 AM to 5:00 PM) at 770-535-6865 or via email to cityclerk@gainesville.org.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 5/10/2018

Presenter: Danny Dunagan

Item of Business: Gainesville Non-Profit Development Foundation
• Position held by Montine Smith

Meeting Date: 5/15/2018

Purpose of Request:

The purpose of this request is to fill a vacant position. The unexpired term will end October 7, 2018.

History/Background:

Facts & Issues for Consideration:

GNPDF follows the guidelines set forth in the City Charter and Code of Ordinances as well as the Articles of Incorporation and Bylaws for the Foundation. Members serve two year terms and may be appointed to successive terms.

Department Recommendation:

The Mayor nominated Rebina Warthen to fill the unexpired term during the May 10, 2018 Work Session.

Department Director:

Danny Dunagan

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 GNPDF Members	Backup Material

GAINESVILLE NON-PROFIT DEVELOPMENT FOUNDATION

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRE
Ward 1	Calkins	Maria	3/3/2015 UE	6/7/2016 12/5/2017	10/7/2019
Ward 2	Young	Dick	12/10/2002	10/7/2014 12/6/2016	10/7/2018
Ward 3	Smith RESIGNED: 8/23/17	Montine	12/15/15 UE	12/6/2016	10/7/2018
Ward 4	Simmons	Audrey	4/6/1993	10/7/2014 6/7/2016 12/5/2017	10/7/2019
Ward 5	Cochran	Broughton	5/18/2004	10/7/2014 12/6/2016	10/7/2018
6 (At-Large)	Cox	Carlyle	5/6/2003	10/7/2014 12/6/2016	10/7/2018
7 (At-Large)	Griffin	Joy	6/7/2016	12/5/2017	10/7/2019
Ex-Officio	Brooks	Barbara	1/10/2017	1/9/2018	1/8/2019

TERM: Two year terms

NOTE: The Foundation was reestablished with the adoption of Resolution BR-2014-16 on May 6, 2014. Initial terms were staggered.

CONTACT: Jessica Tullar, Program Manager

UPDATED: 1/10/2018

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 5/10/2018
Presenter: Denise Jordan
Item of Business: April 26, 2018 Work Session
Meeting Date: 5/15/2018

Purpose of Request:

The purpose of this request is to allow the governing body to approve minutes from the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 5/11/2018
Presenter: Denise Jordan
Item of Business: May 1, 2018 Mayor/Council Meeting
Meeting Date: 5/15/2018

Purpose of Request:

The purpose of this request is to allow the governing body to approve minutes from the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/23/2018
Presenter: Bryan Lackey
Item of Business: BR-2018-26 Accepting Streets within Phase II of the Heritage Pointe Subdivision as City Streets
Meeting Date: 5/15/2018

Purpose of Request:

Recommend acceptance of the referenced streets located within Phase II of the Heritage Pointe Subdivision as City streets.

History/Background:

The developer of Phase II of the Heritage Pointe Subdivision has petitioned the City to accept the streets and storm water facilities located within the right-of-way.

Facts & Issues for Consideration:

It has been determined that the facilities located within the right-of-way within Phase II of the Heritage Pointe Subdivision have been developed and constructed in accordance with the approved plans.

Department Recommendation:

Accept the streets as City of Gainesville public streets.

Department Director:

Chris Rotalsky

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

N/A

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
□	BR-2018-26 Accepting Streets within Phase II of the Heritage Pointe Subdivision as City Streets	Resolution

RESOLUTION BR-2018-26

**ACCEPTING STREETS WITHIN PHASE II OF THE HERITAGE POINTE SUBDIVISION
AS CITY STREETS**

WHEREAS, the Gainesville Public Works Department has determined Phase II of the Heritage Pointe subdivision was developed and constructed in accordance with the approved plans; and

WHEREAS, the developer of Heritage Pointe has completed Phase II of the development and has requested that the City of Gainesville accept maintenance of the streets and the storm water systems within the right-of-way as shown on the Final Subdivision Plat and Warranty Deed; and

WHEREAS, the streets located in the subdivision are Ashton Grove Point (175 feet), Boxwood Crossing (441 feet), Heatherwood Drive (1,103 feet), Heritage Glen Drive (2,252 feet), Lilac Creek Trail (847 feet) and Silver Dale Lane (449 feet).

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby accepts the aforementioned streets as City of Gainesville public streets and accepts the associated lighting and standard maintenance costs thereof.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville authorizes the Mayor and/or City Manager to sign, and staff to record, the Warranty Deed accepting the associated right-of-way.

Adopted this _____ day of _____, 2018.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 5/6/2018

Presenter: Bryan Lackey

Item of Business: PR-2018-11 Adopt 2018 Community Home Improvement Program (CHIP) Grant Program Policies & Procedures Manual

Meeting Date: 5/15/2018

Purpose of Request:

Consideration of a resolution to adopt DCA CHIP Policies, Procedures and Written Rehabilitation Standards and Specifications

History/Background:

The City was awarded a Community HOME Investment Program (CHIP) grant in the amount of \$612,000 from the Georgia Department of Community Affairs for the purpose of constructing new single-family homes and housing rehabilitation. Per the General and Special Conditions of the Statement of Award from DCA, the City must adopt CHIP Policies, Procedures, and Written Rehabilitation Standards and Specifications. The City also must adhere to individual policies and plans intended to ensure fair and equitable opportunities for women and minority business enterprises as well as for low- to moderate-income persons to housing and employment opportunities.

Facts & Issues for Consideration:

Georgia DCA has designed CHIP Policies, Procedures, and Written Rehabilitation Standards and Specifications which must be adopted locally and are applicable to all CHIP-funded projects. Authorization to use the funds awarded under the 2018 CHIP Program will not be provided until this condition has been cleared and documentation of adoption by way of resolution has been submitted to DCA.

Department Recommendation:

Accept the 2018 CHIP Grant conditions and approve the resolution.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
▣	PR-2018-11 2018 Community Home Investment Program (CHIP) Policies & Procedures Manual	Resolution
▣	Exhibit A_2018 CHIP Grant Admin Manual	Attachments/Exhibits

RESOLUTION PR-2018-11

**2018 COMMUNITY HOME INVESTMENT PROGRAM (CHIP) GRANT
ADOPTION OF DEPARTMENT OF COMMUNITY AFFAIRS CHIP POLICIES,
PROCEDURES & WRITTEN REAHBILITATION STANDARDS & SPECIFICATIONS**

WHEREAS, the Georgia Department of Community Affairs (DCA) has awarded \$612,000 in Community Home Investment Program (CHIP) funds to the City of Gainesville; and

WHEREAS, the grant will be utilized for new construction of single-family homes and housing rehabilitation to benefit low- to moderate-income persons; and

WHEREAS, the City of Gainesville accepts the \$612,000 in CHIP grant funds and agrees to the terms of the statement of award and all general and special conditions under the Community HOME Investment Program (CHIP); and

WHEREAS, the 2018 Program Policies and Procedures, as provided by DCA, for new house construction and housing rehabilitation are attached as Exhibit A for adoption and will be used in conjunction with accepted Program Design based on the City's approved application; and

WHEREAS, per the General and Special Conditions of the CHIP award, individual policies and plans to be adhered by the City in its administration of the 2018 CHIP Grant shall include (1) an affirmative fair housing marketing plan, (2) a minority and women owned business enterprises (MBE/WBE) outreach plan, (3) Language Access Plan, and (4) the City's "Section 3" plan for the recruitment of businesses and employees targeted under Section 3 of the Housing and Urban Development Act of 1968.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the *2018 CHIP Manual of Policies and Procedures and Written Rehabilitation Standards and Specifications* to administer the City's 2018 CHIP Program.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor or City Manager to sign all necessary resolutions, certifications, applications, subrecipient agreements, and documents directly related to administering the *2018 CHIP Grant*, including the individual policies outlined above, on behalf of the City of Gainesville.

Adopted this _____ day of _____, 2018.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

EXHIBIT A

**2018 CHIP Administrative Manual
Policies & Procedures, Written Rehabilitation & New
Construction Standards & Specifications**



Community HOME Investment Program

Administrative Manual



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Introduction to Manual

This manual has been developed to assist CHIP Recipients under the Community HOME Investment Program (CHIP) to administer a CHIP program.

This guide is divided into two sections:

- Housing rehabilitation activities
- New construction activities.

Each section begins with a flow chart outlining the steps necessary to complete the projects.

Change to the 2018 CHIP Program

In the 2017 and previous CHIP award years, DCA awarded State HOME project funds and administration funds to CHIP grant recipients. Grantees received up to 2% of the project funds in administration funds. For example, if the grantee's project funds grant was \$300,000, then the grant would receive \$6,000 in administration funds. In addition, within the project funds budget, grantees could charge the grant up to \$3,000 for housing rehabilitation projects and up to 5% in new construction projects for project related soft costs under the funding category Project Delivery Fee.

Starting with the 2018 awards, CHIP grant recipients will receive project funds only and will be able to use these funds to cover project related soft costs. Grantees will no longer receive HOME administration funds. The amount of the grant award remains the same. For example, if an applicant was awarded \$300,000 for project funds and \$6,000 for administration funds in their 2018 CHIP grant award, the CHIP award will be \$306,000 in project funds. Project delivery fee has increased from \$3,000 per housing rehabilitation project to \$4,000 per housing rehabilitation project. The project delivery fee for new construction or rehabilitation of vacant homes for sale to eligible homebuyers remains the same at 5% of the project cost.

This change will minimize the grantees' and DCA staff record keeping and submission requirements.

Summary of the changes to the 2018 grant:

2017 CHIP Grants	2018 CHIP Grants
Funds awarded as project funds plus 2% administration	Funds awarded as project funds only with no separate administration funds award
Example: CHIP project funds award: \$300,000 Administration funds award: \$6,000	Project funds award: \$306,000
Project Delivery Fee:	Project Delivery Fee:

\$3,000 for housing rehabilitation projects and 5% for new construction or rehabilitation of vacant homes for sale to eligible homebuyers	\$4,000 for housing rehabilitation projects and 5% for new construction or rehabilitation of vacant homes for sale to eligible homebuyers
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Background

The HOME Investment Partnerships (HOME) Program was authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended and was signed into law on November 28, 1990 (Pub. L. 101-625). The HOME Program provides funds to expand the supply of affordable housing for individuals and families earning less than 80% of the Area Median Income (AMI). Interim regulations for the HOME Program were first published on December 16, 1991 and are codified at 24 CFR Part 92. The HOME Final Rule was released September 16, 1996. HUD published a Final Rule in the Federal Register on July 24, 2013 to amend the HOME Investment Partnership (HOME) Program regulations. These amendments to the HOME regulations represent the most significant changes to the HOME Program in 17 years. Click on the links below for additional information about the HOME Final Rule:

[Overview of the 2013 HOME Final Rule](#)

The Georgia Housing and Finance Authority (GHFA) receive HOME funds from the U.S. Department of Housing and Urban Development (HUD) as the designated Participating Jurisdiction (State PJ) for the State of Georgia. The Georgia Department of Community Affairs (DCA) administers the program on behalf of GHFA. DCA allocates a portion of all HOME funds received each year by DCA to the Community HOME Investment Program (CHIP) for use by small cities, rural counties, non-profits, and local public housing authorities that serve communities that are not designated by HUD as a local Participating Jurisdictions (Local PJs). In order for these entities to receive CHIP funding, they must apply to DCA and, if awarded, become Recipients or Sub-recipients under CHIP.

Recipients and Sub-recipients under CHIP are responsible for carrying out all program activities and complying with all HOME regulations as well as many other federal requirements. DCA is responsible for providing technical assistance, developing program allocation and selection policies, managing the funding and distribution process, monitoring Recipient compliance with program requirements, and reporting to HUD on the use of the funds.

This Manual covers program administration requirements.

Disclaimer

This manual provides information required for Recipients to locally administer awarded CHIP funds. However, whenever a conflict exists between the manual, local policies, and the HUD

HOME program regulations at 24 CFR Part 92, the HOME Rule must be complied with except where DCA has more narrowly defined any HOME activities or programmatic requirements.

CHIP Administration Process for All CHIP Activities

Under the CHIP program, a Recipient that has been awarded CHIP funds has already established the basic program design. The basic program design was set forth in the CHIP application and approved by DCA through the issuance of a Statement of Award with General and Special Conditions. Implementation of the program must be in keeping with the approved CHIP award and all general and special conditions; the HOME program regulations and DCA CHIP policies.

The HOME program regulations are located at 24 CFR Part 92 and can be accessed at: <https://www.hudexchange.info/resource/2333/24-cfr-part-92-home-investment-partnerships-program-final-rule/>

After approval by DCA of the CHIP award, the steps to begin administering a CHIP program can be summarized as follows:

Review the Statement of Award, HUD HOME Regulations, and the Recipient Manual

As a first step, the Recipient should review the Statement of Award including the General and Special Conditions, the basic HOME program rules as outlined in [HOME program regulations at 24 CFR Part 92](#).

The Recipient should also review all of the project and financial interface requirements with DCA as outlined in the CHIP Financial Management Guide in order to be prepared to set up projects, draw down funds, meet the DCA reporting requirements and meet the project completion reporting requirements.

Activating Your New CHIP Award

Written Agreement with DCA

Upon approval of an application for CHIP funds, GHFA must enter into a written agreement (Agreement) with each selected Recipient. This Agreement is required by HUD for all CHIP Recipients and covers both the funding level and planned activities of the Recipient and the applicable HOME Regulations, state laws, and program requirements that must be followed.

Two copies of the Agreement will be emailed to the Recipient's designated grant administrator for their execution. Two originals must be signed and mailed to DCA within 30 days of receipt. DCA will execute the Agreement by signing both copies and then mail one original of the signed executed agreement to the Recipient for their records.

Executing Instructions:

- The Recipient must have their Certifying Representative examine these documents closely before signing and dating all required originals and copies.
- The Certifying Representative (Mayor, Chairman of County Commission, Chairman of the Board of a Non-profit, or other authorized official) must execute the Agreement.
- The Certifying Representative must execute the Agreement and return both original versions to DCA. The documents must be mailed to DCA as follows:

Ms. Samanta Carvalho
CHIP Program Manager
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231

Authorized Signature Cards

A. Signature Card for Draw Request (CA-1)

An Authorized Signature Card authorizes individuals of the Recipient to request payment of funds under the Agreement. The Authorized Signature Card must authorize at least one signatory but no more than four. At least one of the signatories must be an employee of the Recipient. Check the box designating whether one or two signatures will be required on an individual draw request. If the Certifying Representative designates him/herself for authorization of the draw request, then two authorized signatures are required. An employee of the Administrator may not be designated in lieu of an employee of the Recipient.

The Recipient's or Recipient's Certifying Representative must also sign the Authorized Signature Card to certify that the individuals named above are indeed authorized to request payment and that the signatures on the card are their own. No erasures or corrections may appear on the Authorized Signature Card.

The Authorized Signature Card must be received and on-file prior to processing draw request for all Recipients.

If signatories change during the grant period, a new Authorized Signature Card must be completed and re-submitted prior to the submission of any future draw requests. All draw requests must match the signatory authorizations on file at DCA.

Completion of this form is voluntary on behalf of the Authorized Official of the Recipient. If no individual(s) is designated in either Section 1 or Section 2, the Authorizing Official will be required to sign all documents submitted by the Recipient.

B. Signature Card for Program Policy and Activity Documents (CA-9)

DCA has put in place a signature card (CA-9) authorizing the Recipient to designate individual(s) to sign on behalf of the Recipient. This procedure will allow the Recipient to designate an appropriate person to sign documents. Completion of this form is voluntary on behalf of the Authorizing Official of the Recipient. If no individual(s) is designated in either Section 1 or Section 2, the Authorizing Official will be required to sign all documents submitted by the Recipient. This Authorized Signature Card may be utilized for any CHIP Grant regardless of the year that the grant was awarded.

PLEASE NOTE: Federal environmental requirements do not allow for any individual other than the Chief Elected Official of the Recipient to certify compliance of the Tier One Environmental Review or the Site Specific Environmental Screening Checklist required by Tier Two.

Clearing Your General Conditions

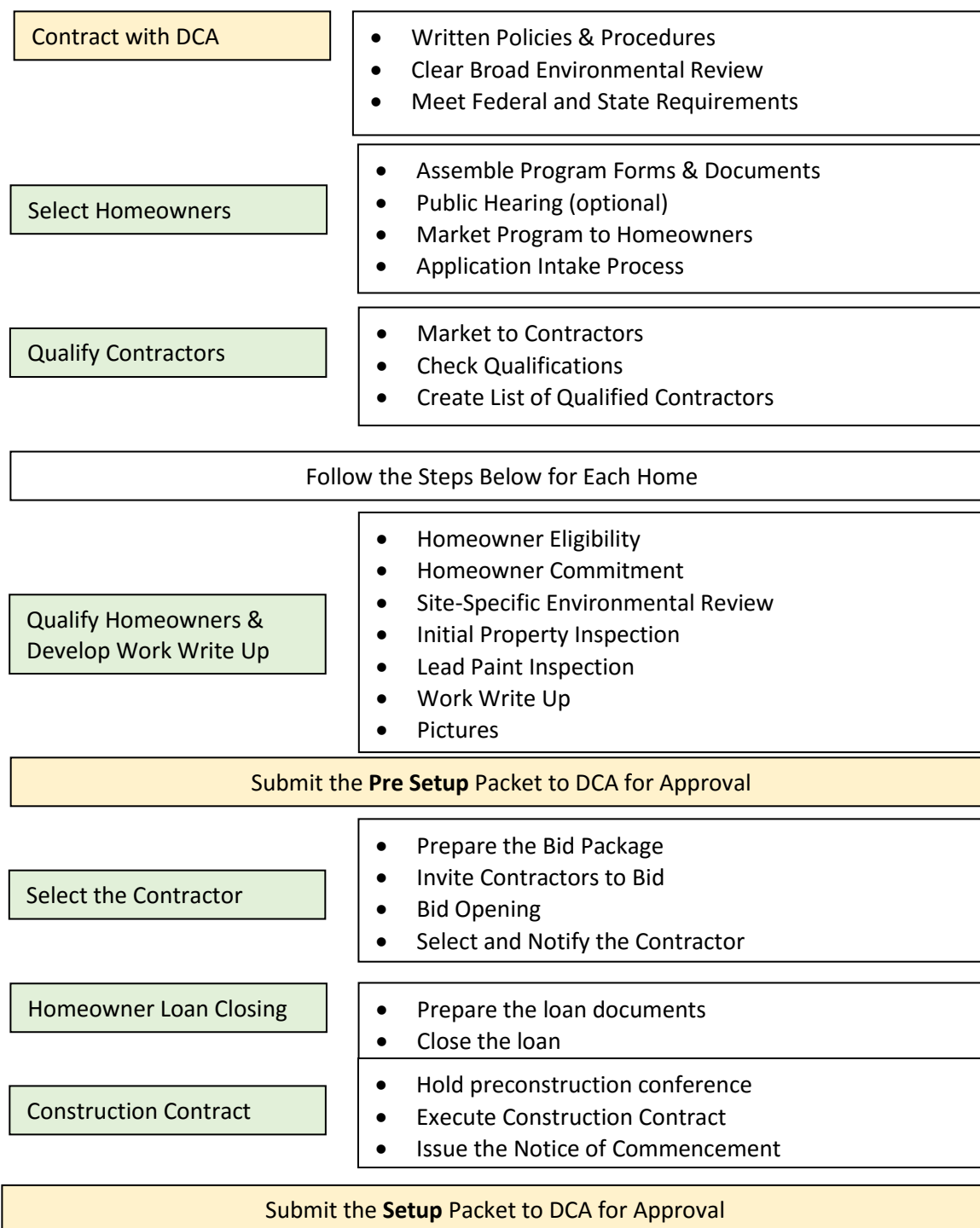
Appendix B in each Agreement outlines each of the General Conditions that must be cleared by DCA prior to initiating the program. The Recipient may not initiate any work on its program until DCA has approved all of the General Conditions. DCA staff will provide guidance and templates to assist Recipients with clearing contract conditions.

Develop Local Program Policies and Procedures

After approval of a CHIP award the Recipient must develop a set of written policies and procedures to govern the program. This document must be approved by resolution by the Recipient body. The purpose of the local policies and procedures is to ensure that the requirements of the approved CHIP award are set forth in a set of written policies and procedures outlining the basic eligibility and program implementation requirements. The policies and procedures serve as a management tool to assist the Recipient and the citizens in understanding the program requirements. They also serve as a tool to assist the Recipient during disputes related to participant or contractor eligibility; scope of work undertaken; denial of CHIP loans; citizen complaints and other areas of dispute that may arise.

CHIP Housing Rehabilitation Activities

CHIP Housing Rehabilitation Flow Chart



Construction

- Inspections
- Change Orders

Submit **Revised** Setup Packet to DCA for Approval **if Necessary**

Submit **Draw Requests** to DCA for Payment

Project Close Out

- Final Inspection
- Release of Liens

Submit **Final Draw and Completion Packet** to DCA for Payment

After all Homes are Completed and all Grant Funds are expended

Monitoring and File Close Out

Introduction:

The following section of this manual is intended to assist Recipients with the step-by-step administering the CHIP Housing Rehabilitation Program.

Select Key Participants

Staffing

There are several manners in which Recipients undertake the administration of CHIP homeowner rehabilitation programs including:

- Self-administered by the City or County Community Development or Housing Staff
- Administered by a for-profit consultant
- Administered by a non-profit sub-recipient

Key personnel required to administer and manage the day to day operations of a homeowner rehabilitation program typically include:

- Program Director or Administrator
- Rehabilitation Advisor or Specialist
- Clerical/Technical Support

Additionally, in order to implement the homeowner rehabilitation program, the Recipient will need to identify and develop the following professional relationships:

- Appraiser
- Attorney
- Title Company
- Loan Review Committee (if used by the Recipient's as set forth in their CHIP Program Policies and Procedures)

The responsibilities, functions, and tasks vary from Recipient to Recipient based upon their overall administrative plan. Because of these variations, all references in the Guide to the individual steps and tasks in the homeowner rehabilitation process are made to the "Recipient." While some functions may be the responsibility of the Program Director or Administrator, some responsibilities or tasks are undertaken by the Rehabilitation Advisor or Specialist, and some responsibilities and tasks are undertaken by the clerical/technical support person based on local program design.

Assemble/Develop Program Forms and Documents

The Recipient should assemble all required CHIP program forms and documents. DCA will provide most of the forms necessary to carry out this program.

Market the Rehab Program to Prospective Applicants and to Contractors

This section of the manual will address both marketing to the CHIP applicant and marketing to potential rehabilitation contractors.

Marketing to the CHIP Applicant

In accordance with the approved CHIP award, the Recipient should implement the marketing plan as described in the application. Each Recipient set forth a marketing strategy to outreach to potential low income homeowners in their approved award. For some Recipients the marketing strategy included assisting qualified applicants from an existing waiting list followed by a first come, first served application intake process. Other approved CHIP awards, where an existing waiting list was non-existent, designed a first come, first served application intake process.

In order to reach potential low income homeowners and to encourage them to participate in the CHIP homeowner rehabilitation program, the Recipient is required to follow the marketing strategy set forth in the approved award. Some of the marketing strategies included distribution of brochures and flyers, public and non-public radio and television advertising, newspaper advertising, outreach to community organizations, and holding housing fairs.

The HUD HOME regulations and DCA policy regarding fair housing and equal opportunity must be followed to ensure that those least likely to apply will have the opportunity to become aware of the program and to apply and participate. In keeping with these requirements, all printed material and flyers/brochures must include the equal housing opportunity logo. DCA also requires that the fair housing poster and the equal employment opportunity posters be posted at locations where both applicants and contractors are likely to go for information on the program. The Recipient is required to follow the affirmative marketing plan as outlined in the approved conditions of the award. In addition, the Recipient's must follow the local Language Access Plan, a contract condition, that outlines how the Recipient will accommodate for citizens who are not English proficient speakers.

The following methods of outreach and marketing have been deemed successful in targeting the low income homeowner: flyers and brochures listing the key facts and information about the

program; social media; posters; utility mailing inserts; public service announcements; new releases; feature articles; and, direct mail.

The HUD Fair Housing Poster must be displayed in the office locations where applicants are likely to go to apply for assistance.

HUD Fair Housing resources can be found on this site:

https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/aboutfheo/aboutfheo

Marketing and Outreach to Contractors

The Recipient will also need to market and outreach to potential rehabilitation construction contractors. In keeping with the HUD regulations and DCA policy, the Recipient must follow the outreach requirements as set forth in the approved special conditions of the CHIP award to outreach to minority and women owned contractors.

Some methods to ensure a pool of eligible rehabilitation contractors include:

- Newspaper advertisements
- Flyers at construction supply companies and hardware stores
- Flyers at lumber yards
- Social media
- Mailings to existing pool of local contractors and to chapters of construction related associations
- Notices to minority and women owned newspapers and radio stations
- Flyers in local building permit office

The Equal Employment Opportunity Poster must be displayed in locations where contractors are likely to go for information about the program.

Download the poster here:

<https://www1.eeoc.gov/employers/poster.cfm>

Develop a Pool of Eligible Contractors

Based on the contractor qualifications included in the Recipients' CHIP program policies and procedures, the Recipient must solicit potentially qualified contractors through its marketing efforts as outlined under "Marketing the Program."

In order to qualify contractors from the pool of eligible contractors, Recipients should review the contractor applications against their contractor requirements. These qualifications typically include but are not limited to:

- Property damage and liability insurance
- Credit standing
- Length of time in business
- References (Jobs Completed, Jobs in Progress, Suppliers, Financial, Warranty)
- Licenses/Certifications
- Areas of Expertise/Experience
- Lead based paint certification
- Check for state and federal debarment

In some of the smaller rural areas of Georgia, Recipients may have difficulty in obtaining a large enough pool of eligible contractors for CHIP rehabilitation work. Recruiting from a larger geographic area may be required.

It is important to note that while a Recipient can limit the pool of contractors from which an owner can choose and the Recipient can set limits regarding acceptable bids, the responsibility of selecting a contractor from the eligible pool and checking out the contractor to their own satisfaction falls upon the owner.

Some Recipients administering homeowner rehabilitation program conduct an orientation with eligible contractors prior to putting out the projects to bid. The purpose of this orientation is to:

- provide information on the CHIP program and process that will be beneficial to the contractors
- familiarize the contractors with the program requirements
- familiarize the contractors with the CHIP program client eligibility
- provide information on the bidding process
- provide information on the inspection process
- provide information on the pay request process
- familiarize the contractors with the contract documents and forms that will be used
- familiarize the contractors with the HOME property standards that have been selected by the Recipient for use in the CHIP homeowner rehabilitation program
- provide the contractors with the Recipients' Written Rehabilitation Standards that describe the methods and materials that will be used to meet the selected property standards

Licensing and Certification Requirements for Construction and Trades in the State of Georgia

Recipients administering homeowner rehabilitation programs should be well informed of the construction and trade industry licensing and certification requirements required by the State of Georgia.

All contractors or subcontractors engaged in the practice of electrical contracting or plumbing contracting or low-voltage contracting and conditioned air contracting (heating and cooling) or the installation, alteration and/or repair of plumbing, air conditioning, heating, electrical or low-voltage wiring systems are required to be licensed by the State of Georgia Construction Industry Licensing Board.

Contractors undertaking CHIP homeowner rehabilitation projects also must agree that anyone engaged in the practice of Lead Hazard Reduction or Abatement must be certified by the State of Georgia Department of Natural Resources, Environmental Protection Division.

Set up Fair and Equitable Application In-take Process

Following the fair and equitable process outlined in the approved CHIP award, the Recipient should develop an application in-take log to record each preliminary application received. Also, a telephone log should be set up to record information from interested applicants in order to follow-up with mailing a preliminary application to each caller pre-screened as eligible.

Some Recipients develop a telephone pre-screening form to record more information up front to avoid the expense of mailing and processing applications from unqualified applications. If an applicant is clearly determined to not meet the program eligibility requirements for such reasons as over income, does not hold fee simple title or a 99 year leasehold interest, non-occupancy as a principal residence, renter occupied, investor owned, or other clear and discernable ineligibility criteria, a record should be made of the resolution of the call.

Most Recipients develop a transmittal letter to potential applicants that includes:

- Preliminary application
- Releases for verification of income, benefits and assets
- Release form for credit report
- General program guidelines and policies and procedures
- [Fair Housing Brochure](#) ([in other languages besides English](#))
- Protect Your Family from Lead in Your Home [brochure](#) ([in other languages](#))
- Certification as to Income and Principal Residence form
- Certification as to Conflict of Interest form

- Declaration of citizenship status

The transmittal letter usually gives the potential applicant a deadline date within which to return the completed application form and all required notices and releases. The transmittal letter makes clear that if the preliminary application and all required enclosures are not received by the deadline date that their application will fall to the bottom of the application log.

The transmittal letter also requires that the prospective applicant return documentation to determine their preliminary eligibility including:

- Past two year income tax returns (if self-employed)
- Current pay stubs
- Current benefit (s) award letters
- Copy of court award for child support or alimony
- Proof of current paid property taxes
- Proof of current paid homeowner's insurance
- Proof of ownership and principal residency
- Type of ownership interest held in the property

Some forms of proof of principal residency could include copy of a driver's license with physical property address shown; social security or pension award letter showing the address; a property tax bill showing the address; and copies of utility bills showing the address.

Some forms of proof that the applicant is current in their property taxes could include a property tax statement receipt from the City and/or County; a cancelled check for property taxes; or a mortgage statement from the lender indicating property taxes were paid.

Proof of ownership can be shown through a copy of a Deed or Deed of Trust or a copy of a 99 year leasehold interest in the property.

The Recipient should date and time stamp the receipt of each preliminary application.

Pre-Qualify the Applicant

Once the Recipient receives a completed preliminary application, it can be reviewed for completeness and preliminary eligibility or ineligibility. A letter of transmittal should be developed to inform the applicant of their preliminary approval or denial. If denied, the process

for appeals should be explained in the transmittal letter. Recipients should refer all denied applicants to the [USDA home repair loan program](#) for assistance.

The preliminary application form will provide the Recipient information on the number of persons in the household, the form of ownership or title held to the property, whether or not the property is used as the household's principal residence and the income, benefits and debts of the members of the household 18 years of age and older. In other words, enough information should be gathered to determine that you do or do not have a potential eligible applicant.

The Recipient can begin ordering verifications of income, benefits and assets for each member of the household who is 18 years of age or older. The Recipient can also order a preliminary title opinion to determine that the applicant does in fact own the property in fee simple title or hold a 99 year leasehold interest in the property.

A note about title searches: DCA recommends that the Recipient becomes a member of the Georgia Superior Court Clerks' Cooperative Authority (www.gsccca.org) to search for titles. The cost is about \$12.00 a month. The Recipient may also consider using an online title search site to receive titles more quickly and less expensively than through an attorney.

Please be aware that there may be some cost involved in obtaining a preliminary title opinion and that the cost cannot be reimbursed by the CHIP program if the project is not completed. If the project is completed as a CHIP project, the cost can be included as a project soft cost. For this reason, the Recipient may want to review the County records to ascertain the preliminary condition of title. Some Recipients charge a nominal application fee that covers the cost of the credit report. However, any Recipient that charges an application fee must first obtain DCA approval.

A Recipient must be careful to follow current credit reporting law. The local credit bureau can tell you what information can and cannot be shared and with whom, and what releases you must obtain to share information with a loan committee or participating lender.

At the end of the preliminary application stage, the applicant must meet the following tests:

- General Eligibility – The application should be reviewed to determine that the applicant meets the general eligibility criteria including low income eligibility and ownership eligibility including residing in an eligible single family property as their principal residence.
- Credit review – The applicant's credit file should be reviewed to determine the applicant's overall credit history including timely payments, outstanding debt, and general patterns of credit use. This review may alert the program administrator to serious financial problems

that could put the applicant's ownership of the property in jeopardy. The reviewer can also determine if the applicant should be referred for credit counseling.

- Type of Ownership Interest – A homeowner applicant must own the property and occupy the property as his or her principal residence.

The ownership in the housing assisted must meet the definition of “homeownership” in the HOME regulations. Housing that is rehabilitated may include inherited property with multiple owners, life estates, living trusts and beneficiary deeds under the following conditions:

(1) Inherited property. Inherited property with multiple owners: Housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The Recipient may assist the owner-occupant if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).

(2) Life estate. The person who has the life estate has the right to live in the housing for the remainder of his or her life and does not pay rent. The Recipient may assist the person holding the life estate if the person is low-income and occupies the housing as his or her principal residence.

(3) Inter vivos trust, also known as a living trust. A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust holds legal title and the beneficiary holds equitable title. The person may name him or herself as the beneficiary. The trustee is under a fiduciary responsibility to hold and manage the trust assets for the beneficiary. The Recipient may assist if all beneficiaries of the trust qualify as a low-income family and occupy the property as their principal residence (except that contingent beneficiaries, who receive no benefit from the trust nor have any control over the trust assets until the beneficiary is deceased, need not be low-income). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life.

(4) Beneficiary deed. A beneficiary deed conveys an interest in real property, including any debt secured by a lien on real property, to a Recipient beneficiary designated by the owner and that expressly states that the deed is effective on the death of the owner. Upon the death of the owner, the Recipient beneficiary receives ownership in the property, subject to all conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges, and other encumbrances made by the owner or to which the owner was subject during the owner's lifetime.

The Recipient may assist if the owner qualifies as low-income and the owner occupies the property as his or her principal residence.

In reviewing the title, the ownership interest must be subject only to the mortgages, deeds of trust or other liens or instruments securing debt on the property. No restriction or encumbrance that impairs the good and marketable nature of the title to the ownership interest in the property is allowed.

The most important aspect of reviewing the title is for the Recipient to be assured that the applicant owns the property and is legally able to make modifications to it and to encumber the property with debt.

It is important to note that Recipients take on all aspects of being a lender and the fair and equal credit laws must be followed. Whenever the Recipient, administrative agent, or Sub-recipient operates a loan program on behalf of homeowners, all federal Fair Housing and Equal Credit Opportunity laws are in effect.

Initial Property Inspection

Once the Recipient has deemed an applicant as preliminarily approved and notified the applicant of pre-approval by letter, an appointment should be made with the property owner to conduct a preliminary property inspection. During this time the Recipient can send out verification forms to document the information provided in the preliminary application, if this process has not already begun.

The purpose of the preliminary inspection of the property is to determine if the property is feasible for rehabilitation or if re-construction would be required, and to estimate the total cost of regular (non-lead) rehabilitation or the cost of reconstruction.

In inspecting the property, the Recipient should use their Property Inspection Form in order to record the work required to meet the Recipient's selected property standards (codes) for the CHIP rehabilitation program.

It is an appropriate time during the preliminary inspection to have the owner sign a permission statement for taking pictures of the property. Taking exterior and interior pictures of the property may be needed for historic preservation review. Before and after pictures are also often helpful to both the Recipient and DCA in reviewing requests for reconstruction. The Recipient and DCA also need permission to use before and after pictures of the property for use in program outreach,

publicity and training. A permission statement should be included on both the initial and full application forms.

Reconstruction

CHIP funds may be used to reconstruct housing that is owned and occupied by low and very low-income households and that will be located on the same property as the original structure. Reconstruction means the rebuilding, on the same lot, of a housing unit eligible for CHIP assistance that is not economically or structurally feasible to rehabilitate. The reconstructed housing must be substantially similar to the original housing.

If an existing structure is converted to affordable housing, or if a structure is moved to a new foundation which is constructed with CHIP funds, these projects are considered reconstruction. For CHIP contracts allowing manufactured housing, reconstruction also includes replacing an existing dilapidated unit of manufactured housing with a new or standard unit of manufactured housing.

After conducting the initial property inspection, the Recipient may determine that the house is not structurally or economically feasible to rehabilitate. With DCA approval, the project may be approved for set-up as a reconstruction if all of the following conditions are met:

- Unit is unsuitable for rehabilitation both structurally and economically.
- The estimated cost of reconstruction (constructing a comparable replacement house on the same property) will be substantially less than the estimated cost to purchase a comparable house (including land) that would be newly constructed in a comparable neighborhood within the community's jurisdiction.
- The estimated cost of reconstruction will be less than the fair market value of the property (dwelling and land) after reconstruction. This is determined by obtaining an appraisal prior to reconstruction on the projected value of the property including the reconstructed house and land. The Rehabilitation Feasibility Test Form must be submitted to DCA for prior approval of each unit.

If the Recipient determines that reconstruction would be appropriate based on the above criteria, DCA approval is required on a project by project basis in advance of project set-up.

Final Qualification of Applicant

Once a preliminary inspection has been completed and an estimate of total cost of the rehabilitation has been determined, the Recipient can proceed with full application processing.

The steps in the full qualification process include taking a completed full application from the homeowner; verifying the income and assets using third party verification; and verifying property ownership.

These steps in the final qualification of the application can be summarized as:

- take a full application on the applicant
- consolidate and track all verifications ordered on income, benefits and assets
- review preliminary title opinion to determine if the applicant owns the property in fee simple title or holds a 99 year leasehold interest on the property
- review any liens or other encumbrances to the title that would prohibit the city or county from being able to secure their CHIP interest in the property
- confirm proof of ownership by reviewing the deed or other ownership documents
- obtain proof that the applicant has current paid property taxes
- obtain proof that the applicant has up to date and current paid homeowner's insurance
- confirm any other requirements of your local CHIP program. Some Recipient's require additional qualification criteria.

Once the Recipient reviews all of the verifications, a thorough analysis of the information against the local program's eligibility and underwriting standards should be conducted. This review will enable the Recipient to determine the maximum amount of CHIP funds and the required owner or "other" or "leveraged" funds that the owner will need to contribute.

After determining that an applicant is eligible for CHIP assistance, the Recipient should send the applicant a letter notifying them of their approval for the CHIP loan, subject to their obtaining a commitment for the owner's required other funds. The letter should notify the applicant of the time and place for the "owner orientation" meeting. The letter should also notify the owner of their responsibility to make an appointment with the Recipient to conduct the final inspection.

Conduct Final Property Inspection, Develop Work Write-Up and Cost Estimate

During the preliminary inspection, the Recipient conducted a general site inspection of the work required to bring the property up to the property standards selected by the Recipient in accordance with the HOME program requirements. The property standards are the standards against which the actual physical condition of a property is judged in the inspection process.

Now it is time to develop a detailed work write-up in a format that will be used later for the bid package specifications. HUD policy requires the Recipient to use a Property Inspection Form designed to capture the work necessary to meet the Recipient's selected property standards. Therefore, the Recipient's property standards (codes) should be reviewed and used in developing the final work write-up. Using the property standards (codes) as a baseline, a housing inspector determines the scope of the rehabilitation necessary to address the physical deficiencies of the property.

Working from the Property Inspection Form, The Recipient now develops a detailed work write-up to determine the estimated cost of each item on the work write up and the corresponding total estimated cost.

Some Recipients utilize rehabilitation advisors who are experienced estimators and are very current on material and labor prices and who are therefore capable of estimating costs from personal knowledge. Due to the volatility of prices, some Recipients utilize cost estimating software and up-to-date construction mean cost manuals

In the final analysis the Recipient wants to ensure that the cost estimate was a professionally derived estimate of reasonable bid.

The work write-up and cost estimate need to be reviewed with the homeowner. Owners need to understand the relationship between deficiencies they have identified and deficiencies that the program can correct with CHIP funding.

The owner should be reminded of the local program's rules and policies on allowable work at the outset of the development of the work write up and cost estimate.

Once the Recipient and the owner have agreed on the final work write-up, the Recipient should make a copy of the work write-up which does not include cost estimates. The work write-up should be signed by the owner and the Recipient. This new version (without the line item cost estimates) will be used as the work specifications when the project goes out to bid.

Incorporating Written Rehabilitation Standards into Work Write-Ups

There are two methods for incorporating the written rehabilitation standards or specifications into work write-ups.

The first method incorporates the specifications directly into the work write-up. This method also serves as the Property Inspection Report. A sample of this type of work write-up entitled The work write-up would include the following:

- property standards
- inspection report
- work write-up and cost estimate for each item
- technical specifications

The second method has a number of good features and is included in Appendix A as “Work Write-Up for Bidding Contractors.” This type of work write-up:

- identifies each page number clearly
- separates the cost of labor and materials
- has a place for the owner and contractor to sign on each page

Under this method, the Recipient has entered the Written Rehabilitation Standards for individual work items on a word processor; the Recipient maintains an index of each work item identified by the property standard (code) number; the property standard or code number is entered directly onto the work write-up; and, bidding contractors are provided a booklet listing the Written Rehabilitation Standards or specifications identified by number so the work write-up references the specification number. This method proves to be less lengthy than the first method listed above.

Once the owner has signed off on the work write up, the project processing can proceed.

Incorporating Historic Preservation Results in Final Work Write Up

In 1997, the State Historic Preservation Office (SHPO), DCA, and the Advisory Council on Historic Preservation, signed a Programmatic Agreement (PA) affecting all housing programs funded by DCA under both the Community Development Block Grant Program and the CHIP program. Whenever Recipients are planning to rehabilitate potentially historic housing (any housing 50 years old or older), the terms of the PA will permit local decision making about the manner in which such housing will be treated. All Recipients are required to follow the terms of the PA and to consult with local preservation professionals whenever planned rehabilitation activities exceed the thresholds of the Exempt Activities listed in the PA.

Incorporating Lead Based Paint Requirements in Separate Work Write Up

If the dwelling was constructed prior to January 1, 1978, a lead-based paint inspection is required for all CHIP rehabilitation projects under all CHIP awards made to communities after September 15, 2000 unless the property is otherwise exempt (see Types of Housing Not Covered Below). If applicable, the inspection for lead-based paint should occur at this time and a separate lead based paint work write-up prepared. If lead-based paint is detected, a risk assessment should be performed at the time of the inspection (if mandated by the level of federal assistance). Please reference the chart on the next page. The Recipient should use the risk assessment report as a guide in determining how to best reduce the hazards found in the dwelling. If the federal assistance for the unit falls between \$5,000 and \$25,000 interim controls are a design option for lead hazard control. Above \$25,000, abatement is mandatory. It is imperative that the Recipient has a thorough understanding of the issues and procedures involved in this process to achieve maximum effectiveness in the goal of creating lead-safe housing. In all cases where lead-based paint is detected, clearance requirements must be met. Technical assistance is available through DCA on this subject.

Types of Housing Not Covered

- Property that has been found to be free of lead-based paint by a certified lead-based paint inspector
- Property where all lead-based paint has been removed
- Unoccupied housing that will remain vacant until it is demolished
- Any rehabilitation of housing improvement that does not disturb a painted surface

The approach to lead hazard reduction evaluation is based on the amount of federal assistance as shown in this chart:

	<\$5,000	\$5,000-\$25,000	>\$25,000
Approach to Lead Hazard Evaluation and Reduction	Do no Harm	Identify and control lead hazards	Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	Paint Testing	Paint Testing and Risk Assessment	Paint Testing and Risk Assessment
	Safe work practices Clearance of work site	Safe work practices Clearance of unit	Safe work practices Clearance of unit
Ongoing Maintenance	No	No	No
Options	Presume lead based	Presume lead-based	Presume lead-

	paint Use safe work practices on all surfaces	paint and/or hazards Use standard treatments	based paint and/or hazards Abate all applicable surfaces
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For more information on lead based paint requirements go to:

https://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/lbp/hudguidelines

The lead based paint work write-up and cost estimate should be included with the regular work write up and cost estimate as a separate part of the overall work write-up in preparation for bidding.

The Recipient should be careful to avoid including duplicative work items on both the regular rehabilitation work write up and the lead based paint work write up such as replacing deteriorated windows found to contain lead based paint.

Understanding the HUD HOME Requirements for Flood Plain Management

HUD has issued regulations (24 CFR Part 55) intended to minimize flood plain development. As part of the overall environmental review process, CHIP Recipients will have to document compliance with this regulation. Any special construction requirements required for a property in a FEMA mapped flood plain imposed by FEMA or local ordinance should be reviewed with the Georgia Department of Natural Resources prior to the start of construction. Any such special requirements should be incorporated into the work write up.

Understanding the HUD HOME Requirements for Property Standards

Property Standards are the housing quality standards used to determine whether a housing unit is decent, safe and sanitary. They are the standards against which the actual physical conditions of a property are judged in the inspection process. Using the property standard as a baseline, a housing inspector determines the scope of the rehabilitation necessary to address the physical deficiencies of the property.

The property standards are intended for use in the inspection and evaluation of conditions for residential properties being considered for rehabilitation. The property standard is used to determine whether rehabilitation is feasible for individual properties and they serve as a minimum standard for improvement when rehabilitation will take place.

The Recipient must comply with the property standard requirements in [24 CFR Part 92.251](#) with regard to homeowner rehabilitation and the HUD guidance provided in the [January 2001 HOMEfires, Volume 3, No. 1.](#)

Specifically, in the absence of local code for rehabilitation, CHIP homeowner rehabilitation projects must meet the **articles on property or sanitary standards** in one of three model codes (Uniform Building Code (ICBO), National Building Code (BOCA), Standard (Southern) Building Code (SBCCI); or the Council of American Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.926.

Since the first four codes listed above, i.e. the ICBO, BOCA, SBCCI and the CABO have all now been merged into the International Residential Code, Recipients have a choice to either rehabilitate a single family CHIP-assisted home up to:

the International Residential Code (Appendix J, Existing Buildings);

or

the FHA Minimum Property Standards at 24 CFR 200.926 (See note below);

or

State of Georgia **locally adopted** “permissive codes,” which include the International Property Maintenance Code or International Existing Building Code.

Note: Not only have the four model codes referenced above merged into the International Residential Codes, the FHA Minimum Property Standards (MPS) in 24 CFR 200.926 are no longer maintained by HUD as separate Minimum Property Standards. Instead HUD has accepted the model building codes, including over 250 referenced standards and local building codes in lieu of separate and prescriptive HUD standards, with additional durability requirements.

The Recipient must identify which of the allowable property standards that CHIP assisted homeowner rehabilitation projects will meet upon completion of the rehabilitation work. The property standards selected must be identified in the Recipient’s Local CHIP Program Policies and Procedures. If the Recipient administering the CHIP award has adopted either one of the Georgia permissive codes (International Property Maintenance Code or International Existing Building Code) then the CHIP Program Policies and Procedures can set forth the **locally adopted** permissive code.

The Section 8 Housing Quality Standards or HQS at 24CFR 982.401 are not a HUD HOME allowed property standard or code for CHIP assisted homeowner rehabilitation projects. The Section 8 Housing Quality Standards can only be used in the event there are no applicable State

and local housing quality standards and code requirements for CHIP down payment or second mortgage assistance on acquisition only projects per 24 CFR 92.251.

Understanding the HUD HOME Requirements for Written Rehabilitation Standards

Additionally, the HOME final rule at 24 CFR 92.251 requires each Recipient to adopt Written Rehabilitation Standards for rehabilitation work assisted with HOME funds.

Written Rehabilitation Standards establish the specifications for the actual rehabilitation work that will bring substandard housing into compliance with the property standard or code(s). The Written Rehabilitation Standards prescribe the method and materials to be used in the rehabilitation of the property. The Written Rehabilitation Standards are sometimes referred to as “specs” or specifications, and include details such as the grade of lumber to be used, the number of nails per square foot, the type of material that can or cannot be used for doors serving as fire exits, the distribution pattern and material of roofing tiles, etc.

The Written Rehabilitation Standards provide a common basis for contractor bids. The Recipient wants to ensure that all contractors are bidding work using identical methods and materials. This enables the Recipient to make an accurate determination of the cost of reasonableness of bids. By holding all contractors to a single rehabilitation standard, consistent, high quality rehabilitation is assured. The Written Rehabilitation Standards or specifications represent an accepted standard of workmanship and materials. These are the specifications and details most important to contractors and will ultimately ensure that the rehabilitation is properly completed. The Written Rehabilitation Standards provide a means for the Recipient to determine whether the bids are reasonable and give all bidders an equitable list of work items to be bid.

Meeting the Georgia Construction Codes

The State of Georgia has adopted fourteen “state minimum standard codes.” Of the fourteen codes, there are eight (8) that are mandatory. Of the eight (8) mandatory codes, four (4) apply to all residential construction. These four codes are:

- National Electric Code
- CABO One-and-Two Family Dwelling Code (International Residential Code)
- Georgia State Energy Code for Buildings
- International Plumbing Code

In addition to the HUD HOME requirement that CHIP homeowner rehabilitation projects must meet the **articles on property or sanitary standards** in one of three model codes (Uniform Building Code (ICBO), National Building Code (BOCA), Standard (Southern) Building Code

(SBCCI); or the Council of American Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.926, all CHIP rehabilitation activity must meet the provisions of the four mandatory codes, as applicable.

Owner Commitment and Owner Orientation

After the final work write-up has been agreed to and signed by the homeowner and Recipient and the final amount of other or leveraged funds has been determined the Recipient needs to obtain proof of the owner's funding commitment for the "other" required leveraged funds if any.

HOME regulations at 24 CFR 92.203(d)(2) require that if more than six (6) months have elapsed since the Recipient determined that the family was income eligible then the Recipient must re-examine the family's income at the time the HOME assistance is provided.

After determining the total cost of the regular rehabilitation and being provided a commitment for the owner's required other funds, it is time for the Recipient to review again with the homeowner all of the information they need to know about the program. This review will allow the owner to make a final decision if they want to go forward with the project.

If the owner does want to proceed with the rehabilitation of their home under the CHIP program requirements, an owner orientation will provide information on what the owner can expect and what is expected of them going forward.

Owners need to understand:

- the overall construction process and timing; the CHIP loan documents; the CHIP owner occupied rehabilitation grant agreement for the project delivery cost; the construction process and the legal documents related to construction; temporary relocation; and, what happens after the construction is completed
- the possibility of the lead based paint reduction process that may take place on their property
- the DCA policy regarding the Owner's Selection of Bidding Method
- the DCA policies in regard to manufactured homes
- the HOME and DCA requirements regarding any refinancing being considered in conjunction with the CHIP assisted homeowner rehabilitation

- Their responsibility to maintain homeowner's insurance in an amount sufficient to cover the after-rehabilitated value of the property for the full affordability period. The policy must include the Recipient as an additional insured holder of the policy.
- Owners are responsible for moving their belongings and finding somewhere else to stay during construction if necessary. CHIP funds will not pay for relocation costs. If it is safe for the homeowner to stay in their home during construction then the electric, gas, and water utilities must be turned on each evening while construction is underway.

Submit the Pre Setup Packet to DCA for approval:

Setting-Up Activities for Homeowner Rehabilitation Assistance

DCA will be monitoring each activity to ensure its compliance with key programmatic requirements during the set-up phase of project implementation. The processes used to ensure programmatic compliance will be based on the activity being implemented – homeowner rehabilitation assistance.

Homeowner Rehabilitation Assistance activities are required to follow a two-step Activity Setup process: (1) Activity Pre-Setup and (2) Activity Setup.

1. Homeowner Rehabilitation Assistance Activity Pre-Setup:

The Homeowner Rehabilitation Activity Pre-Setup process is designed to ensure that the housing unit and household meets certain HOME requirements prior to the Recipient entering into a contract for assistance with the homeowner or the homeowner entering into any construction contract. The Recipient must submit to DCA a Homeowner Rehabilitation Activity Pre-Setup Information Form (CA-3) with required accompanying documentation for any unit proposed for funding. It is suggested that items listed on the Pre-Setup Information Form (CA-3) be submitted in the order of the form for clarity and uniformity.

List of forms:

- Income Verification Form (CC-8)
- Certification to Use Unit as Principal Residence (CC-7)
- Declaration of Citizenship Status (CC-3 and, if applicable, CC-4):
- Certification as to Conflict of Interest (CC-6)
- Copy of Existing Warranty Deed
- Current market value of the property

- Tier 2 Site Specific Environmental Screening Checklist with required supporting documentation
- Proof of Year of Construction of Housing Unit (tax record)
- Lead-Based Paint Visual Assessment (if unit was built prior to 1978):
- Initial Scope of Work Write-Up for Non-Lead Costs
- Work Scope of Work Write-Up for Lead Costs (if unit was built prior to 1978):
- Pictures of housing unit demonstrating need for work to be performed

For any Recipient that proposes reconstruction as part of their program design and where reconstruction is proposed on an individual unit, a Reconstruction Feasibility Test Form (CR-8) must be provided during the activity Pre Set-up phase that provides the following information:

- a. Narrative describing the needs for a unit to be reconstructed instead of rehabilitated. The narrative must identify the costs of reconstruction versus the cost of rehabilitation. The narrative must also describe the Recipient's or Recipient's plans to relocate the unit residents during reconstruction, including the source of funds, the estimated length of time that relocation will be necessary, and a commitment from Recipient that sufficient resources are available to the Recipient to cover the entire length of time that the relocation will be necessary.
- b. An appraisal or third party documentation of the After Development Value of the Property.

DCA will review the pre setup packet and respond to the grant administrator within five business days. If there are no deficiencies then DCA will issue a notice to proceed to the setup phase of the project. At that time the Recipient is free to enter into a contract with the homeowner and allow the homeowner to secure a contractor.

Owner's Selection of Bidding Method and Contractor

While DCA prefers open and competitive bidding, under the CHIP program owners have a right to select one of two methods to secure the rehabilitation contractor for their property. The two methods are either open, free competitive bidding or negotiation.

DCA Policies in Regard to Manufactured Homes

Manufactured homes can be rehabilitated with CHIP funds if the Recipient has been approved to include this activity in their CHIP contract. The total cost of the rehabilitation cannot exceed \$8,000 including both the CHIP funds and the owner's funds. It is generally advised that

manufactured housing requiring more than \$8,000 in order to bring the unit into compliance with the Recipient's Property Standards (codes) should be considered for replacement. DCA approval is required to exceed this amount on a per project basis.

Replacement manufactured housing must be new or standard housing in conformance with the National Manufactured HOME Construction and Safety Standards Act of 1974 as amended. Manufactured housing must be permanently affixed in accordance with HUD's Handbook 4930.3, Permanent Foundations Guide for Manufactured Housing.

DCA has established that "used" manufactured housing can be no more than five (5) years old to receive CHIP reconstruction assistance.

Prepare Bid Document Packages and Send Invitation to Bid

After the Recipient has qualified applicants, selected one of the HUD approved property standards (codes), inspected the property, determined the scope of work and the specifications for the work have been developed based on the Recipient's Written Rehabilitation Standards, and conducted the owner orientation, it is time to prepare the bid documents.

The Recipient has already developed a list of eligible, qualified contractors.

The bid documents package consists of a cover letter of general instructions. The cover letter is often called an Invitation to Bid. It gives staff contact names for questions; instructions on how to obtain access to the property; identifies the date, time and place the bid is due; and includes the following enclosures:

- general conditions of bid
- special conditions of bid
- DCA CHIP Addendum to Construction Contract
- Lead Based Paint Addendum
- bid and proposal form (Make sure that the bid form makes it clear that all bids are to include permit fees and sales taxes. Additionally, some Recipients combine the bid form with the actual final construction contract. This allows the contractor to see exactly the terms and conditions of the contract if he or she is awarded the contract. This method is a legally enforceable bid when signed by the contractor. It only becomes a binding contract obligating the contractor to perform the work and the owner to pay for the work when the owner signs the document.)
- work write up without the cost estimates
- written rehabilitation standards/specifications

- library of model specifications for lead hazard evaluation and reduction
- lead work write-up without the cost estimates
- arbitration agreement (if used by your local program as the mechanism to settle disputes). (If a Recipient utilizes this mechanism to settle disputes, a copy of the agreement should be a part of the bid package. The instructions should tell the contractor to sign the agreement, as by doing so he indicates his willingness to follow this required procedure. The document does not become binding until it is signed by the owner at the time the construction contract is signed.) .

Once the bid package is developed, copies should be made for every eligible contractor on the Recipient's list of eligible contractors.

A bid package should then be emailed to each eligible contractor.

Bid Opening

All bids received should be sealed and due by a specific time to assure fairness. The bid opening should be conducted in a public manner and the results recorded on a bid control sheet. Usually only contractors who bid choose to attend. Every person in attendance should sign a Bid Opening Attendance Sheet.

The Recipient should open and check each bid package to be sure all information is properly entered and complete. This review should include that all sales taxes, fees and permits are included and any required addendums are clearly included; specifications and related documents are correctly referenced; dates are correctly entered and that the bidder's signature is completed in ink. The review should make certain that any licensing requirements, tax numbers and supporting documents (such as the arbitration agreement, if used) are included.

The bids are reviewed for responsiveness, accuracy and reasonableness; recorded on the Bid Control Sheet; and, summarized on the Bid Summary. The Bid Summary should include a computation of the Recipient's cost estimate plus or minus ten (10) percent in order to compare each bid to the Recipient's cost estimate. This will allow the Recipient to determine what percentage the low bid is to the Recipient's cost estimate. The Recipient's CHIP program Policies and Procedures should define the required threshold for a bid to be considered "reasonable." Most programs use a ten percent spread as a threshold.

The Recipient should develop a set of minutes of the bid opening meeting.

Guidance on Determining Reasonableness of Bid

The reasonableness threshold, usually a ten percent spread (plus or minus of the Recipient's cost estimate) is a generally accepted threshold to ascertain the "reasonableness" of the low bid. If the low bid is below the "reasonableness" margin, as indicated in the Recipient's CHIP Program Policies and Procedures, the Recipient should meet with the contractor immediately to determine how he/she arrived at the bid price. This meeting should determine if a miscalculation occurred on the part of the Recipient or the contractor. The Recipient should be assured that the acceptance of the bid will not cause the contractor to fail in completing the work for lack of funds. If the Recipient gains this assurance, the Recipient can make a recommendation for the owner's acceptance of the bid. If, however, the low bid is above the "reasonableness" margin, a close analysis should be taken of the Recipient's cost estimate. In either case, both the owner and the program's interest should always be protected. While the owner reserves the right to reject any and all bids, the owner will oftentimes rely on the Recipient for an opinion as to whether the bid is "reasonable." In the final analysis, the bid will be awarded to a responsible contractor whose proposal is most advantageous to the program with price and other factors considered, regardless of the method of bidding selected (competitive bidding or negotiated bid).

Negotiated Bids

While open, competitive bidding is the preferred method of selecting a contractor, it is permissible to use the negotiated method in instances where a community cannot attract multiple contractors to form a contractor pool or when a property owner has requested using a contractor of their choosing.

In all cases, the contractor must meet the program's contractor eligibility criteria as described in the Recipient's CHIP Program Policies and Procedures. The bid submitted by the contractor must meet the criteria established for the program in determining the "reasonableness" of bids. If the bid does not meet the criteria, the Recipient may negotiate the price in order to get the bid within a qualifying range. If the negotiation is not successful, the project should be re-bid or the owner may pay the difference between the contractor's price and the cost estimate.

Similarly, should the owner choose to use a contractor not deemed "most advantageous to the program," by the Recipient because of a high bid, the owner may pay the difference to the contractor of their choosing, providing the contractor has met the Recipient's contractor qualification requirements.

Selecting and Notifying the Contractor

After the bids have been opened and recorded on the Bid Control Sheet and reviewed for accuracy and reasonableness, and the Bid Summary prepared, the contractor for the proposed work will be selected by the owner. The bid selected should reflect the lowest responsible bid complying with all program requirements provided such bid is reasonable and in the best interest of the owner.

The program requirements have been predetermined and set forth in the Recipient's CHIP Program Policies and Procedures.

The Recipient will review all bids for compliance with program requirements. The owner and the Recipient may reserve the right to reject any and all bids or any portion thereof and waive any and all irregularities per the Recipient's CHIP Program Policies and Procedures.

Following this review, the owner selects the contractor and authorizes the Recipient to send a Bid Award Notice to the selected contractor. The owner authorizes the selection by signing the Bid Award Notice. The Bid Award Notice advises the contractor that the owner has accepted his/her bid on the described property.

The Bid Award Notice to the successful bidder should notify the contractor of the date, time and location of the pre-construction conference; advise the contractor that he or she may only begin the project after attending the pre-construction conference with the Recipient and the owner; and further notifies the contractor that work cannot begin until a Notice to Proceed has been issued.

The Bid Award Notice:

- requires that the contractor return an enclosed form listing all sub-contractors that will be used on the project
- advises the contractor that before any payments can be made, a program lien waiver must be signed and submitted by the general contractor and all sub-contractors and material suppliers
- advises the contractor that the construction contract is contingent upon the owner obtaining a firm commitment for the other (non-CHIP) funds
- advises the contractor that before a Notice to Proceed can be issued, an Arbitration Agreement must be signed, if required by the Recipient's CHIP Program Policies and Procedures
- advises the contractor that prior to issuing a Notice to Proceed the contractor must furnish evidence of the required contractor liability insurance and all required permits and any documentation in support of any other Recipient's requirements

All bidders should be notified of the results of the bid by letter indicating whether the bid was accepted or not accepted. If a contractor's bid was not accepted, the letter should indicate which

bidder received the award. This letter should include a contact person for all questions regarding the bidding and contact award procedures.

Based on local program policy as set forth in the Recipient's CHIP Program Policies and Procedures, contractors may have their bids rejected or may be declared ineligible to bid on future projects if past performance does not meet the standards of performance identified in the Recipient's CHIP Program Policies and Procedures. Failure to comply with the instructions of bidding may be a basis for bid rejections per the Recipient's CHIP Program Policies and Procedures. The Recipient's CHIP Program Policies and Procedures should include a contact person for all questions regarding the bid award process.

As noted above, no work will begin until the contractor receives a "Notice to Proceed" order executed by the owner and provided by the Recipient to the contractor.

Prepare for Closing the CHIP Loan

It is now time to prepare for closing the CHIP loan.

The Recipient should take sufficient time to review the project file using the Checklist for Homeowner Rehabilitation to determine completeness of the project file.

During the file completeness check, the Recipient wants to make certain that all of the required paperwork is included and completed accurately. The file needs to clearly document that:

- the eligibility of the applicant given the CHIP program and local program guidelines
- the property is an eligible single family property
- the form of ownership is eligible
- the prescribed property standards and written rehabilitation standards are clearly defined and will be met and followed
- the verification of household income is current within six months of the estimated closing date. (If re-verifications are not current then the Recipient must re-verify the household income with documentation supporting the income eligibility requirements)
- the file contains the Recipient's "after-rehabilitation" value as determined by one of the three methods allowed under the HOME program. Such method must be used unilaterally for the Recipient's CHIP homeowner rehabilitation program and such method must be described in the Recipient's CHIP Program Policies and Procedures. The three methods from which the Recipient can choose to adopt for their homeowner rehabilitation program include:

- i. Estimates of value by the Recipient or Sub-recipient may be used. However, project files must contain the estimate of value and document the basis for the value estimates.
 - ii. Appraisals, whether prepared by a licensed fee appraiser or by a staff appraiser of the Recipient, may be used.
 - iii. Tax assessments for a comparable property located in the same neighborhood may be used to establish the after-rehabilitation value if the assessment is current and accurately reflects market value after rehabilitation.
- the file needs to contain documentation to support the DCA required policy that State Recipient's cannot approve CHIP funding where the combined debt (CHIP funding and other public/private funding) exceeds the loan to value limits as set forth by the underwriting, closing and funding criteria of the DCA Georgia Dream first mortgage revenue bond program, Fannie Mae, Freddie Mac, USDA, FHA or VA. Any exceptions must be submitted to DCA prior to project set-up for review and approval.

The Recipient needs to confirm the evidence of commitment(s) that the required other funds are available.

In preparing for the closing the Recipient will prepare the CHIP loan documents using local counsel and the Recipient will prepare the construction contract and all addenda; the Truth in Lending Statement; and, the Right of Rescission Notice. The Recipient will also order the final title commitment.

In summary, the file review and preparation for closing and final approval of the CHIP loan should include a review of the information collected from the borrower against the program eligibility and underwriting criteria. The title policy should be reviewed. A calculation of the CHIP funding and the other funding should be made to ensure there are adequate funds in place to cover construction, closing and any allowable contingency costs. Additionally, the file needs to include the HOME required subsidy layering review if more than one source of federal funds is being used on the project to ensure that no more subsidy is being used than is necessary to provide affordable housing.

Closing the CHIP Loan

The Recipient should make a final review of the application and verifications, using updated information as required and prepare and issue the Truth in Lending Statement.

Issue Truth in Lending Notice

The Recipient also prepares and issues the Truth in Lending Statement as part of the closing process.

Disclosure Statement. The federal Truth in Lending Act requires that a lender disclose certain information about the loan to a borrower in a uniform and readable manner. The Federal Reserve Board publishes a model with guidelines for format which must be followed. This must be presented to the borrower before the documents are signed. If disclosure is not done properly, there can be serious consequences. Be sure to obtain up to date information on proper disclosure format and content, and file documentation requirements from a professional lender, a closing attorney or other reliable source. .

Confirming the Recipient as Additional Insured

The Recipient should obtain a copy of the homeowner's insurance policy to verify that the Recipient has been added as an "additional insured" on the policy. The policy should be in amount to cover the after-rehabilitated value of the property.

Execute and Record the CHIP Loan Documents/Other Funds Loan Document Execution

The owner and Recipient will execute three documents in connection with the CHIP loan: a loan agreement, a promissory note, and a security deed. Only the security deed is recorded after it is signed. The owner will also execute the grant agreement for project delivery fees.

Typically, the closing on the owner's other funding is held simultaneously with the CHIP loan closing.

The Recipient should record the CHIP Deed to Secure Debt in the Superior Court of the County in which the property is located as soon as possible after the closing. The CHIP Deed to Secure Debt should be recorded after any security deed of another lender that is supposed to be prior in position of superiority to the CHIP security deed. If the CHIP loan closes simultaneously with the other loan on the property, the closing attorney for the other loan will probably be accommodating and record both the other loan documents and the CHIP Deed to Secure Debt at the same time.

Provide Three Day Right of Rescission Notice to Owner

Owners have a right under federal Truth in Lending Act, Regulation Z, to cancel a transaction, without cost, that will result in a lien on their home.

Right of Rescission Notice. In a credit transaction in which a security interest is or will be retained or acquired in a consumer's principal dwelling, each consumer whose ownership interest is or will be subject to the security interest has the right to rescind the transaction. Lenders are required to deliver two copies of the notice of the right to rescind and one copy of the disclosure statement to each consumer entitled to rescind.

The notice must be on a separate document that identifies the rescission period on the transaction and must clearly and conspicuously disclose the retention or acquisition of a security interest in the consumer's principal dwelling; the consumer's right to rescind the transaction; and how the consumer may exercise the right to rescind with a form for that purpose, designating the address of the lender's place of business.

In order to exercise the right to rescind, the consumer must notify the creditor of the rescission by mail, telegram or other means of communication. Notice is considered given when mailed, filed for telegraphic transmission or sent by other means, when delivered to the Lender's designated place of business. The consumer may exercise the right to rescind until midnight of the third business day following consummation of the transaction; delivery of the notice of right to rescind; or delivery of all material disclosures, whichever occurs last. When more than one consumer in a transaction has the right to rescind, the exercise of the right by one consumer shall be effective for all consumers.

When the consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void and the consumer will no longer be liable for any amount, including any finance charge. Within twenty (20) calendar days after receipt of a notice of rescission, the lender is required to return any money or property that was given to anyone in connection with the transaction and must take any action necessary to reflect the termination of the security interest. If the lender has delivered any money or property, the consumer may retain possession until the lender has complied with the above.

Recipients must become familiar with the requirements of this Act and implement these requirements with each CHIP loan closing.

Please note that the Recipient is responsible for issuing its own Three Day Right of Rescission Notice which is in addition to and separate from the notice required to be issued by any third party lender.

Again, most Recipients conduct the CHIP loan closing in conjunction with the closing of the leveraged loan.

Holding the Pre-Construction Conference, Executing the Construction Contract and Issuing the Notice to Proceed

The pre-construction conference provides an opportunity to review program rules and procedures for the construction phase; to reinforce quality and performance standards; to review the inspection and payment responsibilities and process; to discuss any special circumstances about the project; to discuss the change order process; and, to discuss special needs the owner may have regarding the contractor's access to and presence on the property. Holding this meeting at the property provides an opportunity for all of those involved to go over the work write-up item by item and to make sure all parties understand what work can and cannot be done with CHIP funds and the total funds per the construction contract. The conference should:

- Review the construction contract and all addenda
- Review the HOME (CHIP) program code standards that have been selected by the Recipient for use in the CHIP homeowner rehabilitation program
- Review the Georgia Construction Codes
- Review the Recipient's Written Rehabilitation Standards
- Review the Notice to Proceed process
- Review the inspection process including interim and final inspections
- Review the pay request process
- Review the owner's responsibility in monitoring of construction
- Review the contractor's responsibility to advise the Recipient regarding percentages of completion and to request the prescribed inspections
- Provide a supply of forms for the contractor to request payments
- Provide the required lien release forms
- Provide the required owner's satisfaction of work completed forms
- Review occupant protection and relocation issues with owners and contractors
- Review the lead hazard reduction work and occupancy protections
- Review the change order process
- Review the dispute resolution procedures
- Review the work schedule so all parties understand when the work will begin; how it will proceed; and when it is expected to be completed
- Review the close-out procedures and all of the required documentation/warranty

It is recommended that prior to executing the construction contract that a final review be conducted of the availability and access to the property and completion timeliness and a review of any penalties that would be imposed if the project is not completed on time.

Executing the Construction Contract

If both parties are in agreement to the construction contract, it is now time to execute the contract. Again, the construction contract is executed between the owner and the contractor. The Recipient is not a party to the construction contract.

Request for Clearance of Prime Contractor

The Recipient must check that the contractor is not on the [state](#) or [federal](#) debarment list.

Notice to Proceed

After all loan and construction documents have been properly executed; the Deed to Secure Debt has been recorded; the contractor has been cleared through the HUD debarment process; and, the Three Day Right of Rescission period has expired, an authorization or Notice to Proceed can be issued.

Since the Notice to Proceed triggers the contract completion time frame, it is important to coordinate this fully with the owner and contractor to ensure that the work can begin on time and that the contractor is available to do the work. The Recipient should make certain that the owner and contractor understand that no work can be incurred prior to the issuance of the Notice to Proceed.

The Notice to Proceed should be signed by the homeowner first as the owner is providing the authorization to the contractor to proceed with commencement of construction. The Notice is then signed by the contractor. A fully executed copy must be maintained in the project file.

Owner Choices

As the owner has choices to make in selecting colors and finishes, some Recipients use a formal tracking method that identifies all colors of paint (both exterior and interior), floor finishes, wood stains and cabinet stain or paint colors.

Some Recipients have experienced disputes between the contractor and owner in regard to the colors or finishes in the rehabilitation work.

Set-Up Project with DCA

The Recipient should now set up the project with DCA using the HUD HOME Project Set-Up form (Homeowner Rehab Set Up and Completion Form) by following the project set-up process outlined in the CHIP Manual.

Homeowner Rehabilitation Assistance Activity Setup:

In order to receive a drawdown of funds from the CHIP grant, DCA must first commit funds for the specific activity (i.e. household and unit address) in the HUD Integrated Disbursement and Information System (IDIS). It is required that the following information for homeowner rehabilitation activities be submitted to DCA to ensure that the proposed activity meets specific CHIP requirements:

Forms list:

- Homeowner Rehabilitation Assistance Activity Set Up Form (CA-4)
- Grant Agreement (CL-2)
- Loan Agreement (CL-3)
- Promissory Note for Homeowner Rehabilitation Assistance (CL-4R)
- Homeowner Rehabilitation Assistance Deed to Secure Debt (CL-1)
- Notice of Commencement
- Addendum to Construction Contract (CRA-10)
- Copy of Current Certificate of Homeowner's Insurance
- Contract between the Homeowner and Contractor
- Contractor's Work Write-up
- Proof of Contractor Clearance
- Proof of Lead Renovator Certification
- Georgia Security and Immigration Compliance Act of 2006 (CC-2)

DCA will review the set up packet within five (5) business days of receipt at DCA. If there are no deficiencies, DCA will issue a Notice to Proceed.

Homeowner Rehabilitation Revised Set-up Submission

- a. All revised Set up requests must be prepared on the Homeowner Rehabilitation Assistance Activity Set up Form (CA-4) by the Recipient and mailed to DCA. Make sure you check the "Revision" box" on the upper left hand corner and provide the name and phone number of the person completing the form.
- b. DCA will review the Revised Homeowner Rehabilitation Assistance Activity Set up Form (CA-4) and accompanying documentation, identify any deficiencies, and, if necessary, communicate those deficiencies via email within five (5) business days of receipt at DCA.

Requests to Exceed Maximum CHIP Assistance

Any project requiring more than \$49,000 must be approved by DCA.

- a. For Amounts up to 20% of the original set up amount: A Recipient may exceed the original set up amount for an individual housing unit by up to 20% without seeking DCA approval. In these instances, the Recipient and, if applicable, their Administrator must submit a revised Homeowner Rehabilitation Assistance Activity Set up Form (CA-4) with the following information:
 - Revised HOME Cost
 - Change order or other documentation explaining the change
 - Homeowner Affidavit to Execute Amended Promissory Note (CL-A13)
 - Contract between Homeowner and Contractor
 - Must include the Contractor Work Write-Up and Pictures
- b. For Amounts over 20% of the original set up amount: A Recipient may not exceed the original set up amount for an individual housing unit by over 20% without seeking DCA approval. In these instances, the Recipient must submit a Request to Exceed Maximum letter clearly describing the reason for the increased request along with a revised Homeowner Rehabilitation Activity Set up Form (CA-4) with the following information:
 - Revised HOME Cost
 - Accompanying Documentation
 - Narrative describing the reasoning behind the need for the increased assistance request
 - Homeowner Affidavit to Execute Amended Promissory Note (CL-A13)
 - Signed Change Order Amending the Contract between Homeowner and Contractor
 - Contractor's Work Write-Up
 - Pictures documenting the need for the revised scope of work

DCA will review the request and if approved send the grant administrator an approval notice.

The Construction Process

After holding the pre-construction conference, allowing the three day right of rescission period to expire, executing the construction contract, obtaining clearance of the contractor through the HUD debarment process, and issuing the Notice to Proceed, it is now time for the start of construction.

Georgia Lien Law

One of the most important requirements at the onset of construction is for the Recipient to ensure that the requirements of the Georgia Lien law are followed.

Georgia lien law provides contractors and subcontractors with certain rights to place a lien on a property if they have not been paid. Recipients should follow a rigid lien release procedure which protects both the owner's interest and the program's investment. This procedure requires the

contractor to sign a lien release including information on the sub-contractors and suppliers when any partial or full payment is made. DCA also requires lien releases from sub-contractors and material suppliers.

Georgia lien statute amendment, O.C.G.A. §44-14-361.5, provides that not later than 15 days after the Contractor physically commences work on the Owner's property, Notice of Commencement shall be filed either by the Owner or the Contractor in the Superior Court in the county where the property is located. It is suggested that the Recipient assume this responsibility. The notice must include (1) legal description of the property; (2) the name and location of the project, and the name and address of the following: a) the contractor, b) the true owner of the property, the person at whose instance their work is being furnished if not the true owner (e.g., a tenant), c) the surety (if any) and d) the construction lender (if any).

Once a Notice of Commencement is filed, any potential lien claimant that the community was not informed of (e.g., everyone but first tier subcontractors and suppliers) must provide a "Notice to Contractor" to the Owner and the contractor within 30 days from the day it first furnishes labor or materials, or from the day the Notice of Commencement was filed, whichever is later. The Notice to contractor must include the name, address and telephone number of the person providing the labor or materials, the name and address and telephone number of the person providing the labor or materials were furnished, and a description of the labor or materials being provided. The Notice must also include the contract price or anticipated value of the labor or materials. Any potential lien claimant not in privity of contract with the contractor, and not providing a Notice to Contractor within the time required, will not be entitled to file a lien. The statute makes filing a Notice of Commencement mandatory. If a Notice of Commencement is not filed, the only consequence is that lower tier subcontractors and suppliers are relieved from having to serve a Notice to Contractor and the requirements of Section 44-14-361.5 do not apply.

The statute also allows a subcontractor or supplier to request a copy of the Notice of Commencement from the Owner or Contractor. If the Notice is not provided within 10 days of the request, the section's requirements do not apply to the subcontractor or supplier making the request.

The purpose of the Notice of Commencement is twofold. First, it enhances the ability of lien claimants to file lien and bond claims, since the information necessary for filing such claims is provided in the Notice of Commencement. Second, the Notice provides the Recipient with a mechanism for keeping track of lower-tier subcontractors and material suppliers. Armed with this knowledge, owners and contractors should be better able to make sure that everyone performing in the rehabilitation is paid in a timely manner, and to eliminate the filing of last-minute liens by previously unidentified subcontractors and suppliers.

Reconstruction

Sometimes, after a housing rehabilitation Construction Contract has been awarded and work has commenced, the Contractor and/or the Rehabilitation Advisor may discover additional work necessary to bring the property in compliance with the CHIP program Property Standards (Codes). Requirements such as replacing hidden rotten joists and sills or structural termite damage may require a rehabilitation feasibility test to be performed. If the estimated costs for the change order (when added to the current contract amount) will exceed the economic feasibility for (approved) replacement housing in accordance with the Rehabilitation Feasibility Test Form and the condition of the house does not meet the "structural" feasibility test the Recipient may decide "reconstruction" would be the most cost effective action to undertake. At this point, issue a stop order to the contractor and contact DCA for approval. If approved, it is important to note that the current Construction Contract should stay in effect with the same contractor. Non-applicable items should be deleted from the existing Work Write-up and a new Work Write-up for reconstruction should be incorporated into a change order. A cost estimate should be prepared and each item negotiated to determine reasonable costs.

Construction File

The Recipient should set up a construction file to track careful monitoring of the construction process and disbursement of funds. These records should be readily available for the appropriate staff of the Recipient as they monitor progress, complete interim inspections, authorize progress payments, process change orders and make final inspections and payments. These records should also be readily available for DCA review during site monitoring visits.

The file should include:

- Executed construction contract and all addenda
- Specifications
- Change Orders
- Arbitration Agreement, if applicable
- List of Contacts:
Name and address of phone number of owner; contractor; sub-contractors; State Recipient staff and building official regularly involved in the construction process
- Project Set Up Form
- Disbursement ledger
- Invoices
- Draw Requests
- Copies of checks issued for payment(s)

- Inspection forms
- Building Inspector reports
- Owner satisfaction statements at each disbursement to contractor
- Lien Releases: general, sub-contractor, material suppliers
- Initial property inspection form
- Interim property inspection forms
- Final property inspection forms
- Project log: a log should be maintained to record any significant conversations or actions in order to have a record in the event the Recipient needs to reconstruct events or reconcile disputes.

Interim Inspections and Progress Payments

Since construction has commenced, it is now time to conduct periodic or interim inspections. Depending upon the Recipient's CHIP Program Policies and Procedures, a Recipient may have required a payment schedule at certain percentages of completion. Regardless of the number of payments scheduled, the Recipient must inspect the job prior to issuing any payment whether it is a partial or a final payment. The Recipient is charged with the responsibility to ensure that the funds are used for eligible purposes and the work has been completed in accordance with the required standards. A Recipient should not pay for work that is not done properly and should not pay for materials that are not present on the site and preferably installed. If work is not properly completed as billed, a Recipient should reject the invoice or reduce the amount to pay only the acceptable portion.

Owner's Acceptance of Work Completed

DCA policy requires that the owner of the property sign a satisfaction statement certifying that they are satisfied with the rehabilitation work on their house and property. This signed statement must be obtained prior to each Recipient's request to DCA for disbursement to a contractor including all interim disbursements and at final disbursement. By signing the satisfaction statement, the owner is requesting that the disbursement be made to the contractor. The statements are required to be witnessed and notarized.

It is recommended that inspections take place in the presence of the owner and contractor so that any problems can be identified, discussed and resolutions developed.

In addition to the signed satisfaction statement by the owner requesting a partial or full payment to the contractor, the releases of liens must be obtained from the general contractor and all sub-contractors and material suppliers prior to releasing any payments.

The DCA General Conditions Invoice, Release of Liens and Warranty/Affidavit is prepared by the contractor, signed by the contractor in the presence of a notary and notarized. If the Recipient has also received the subcontractor and material supplier releases of lien, DCA Release and Waiver of Claim for Subcontractor or Material Supplier/Affidavit and the DCA Owner's Satisfaction statement, then a draw request can be submitted to DCA.

Other Inspections

If the job is complicated or problems arise with any of the parties involved, or if unforeseen conditions arise, the Recipient may need to do additional inspections between formal inspections in order to resolve issues or prevent serious problems.

Retention

All progress payments should be contingent not only on the percentage of work completed but also upon the contractor making satisfactory progress. The practice of reserving a portion of the payment provides an incentive for the contractor to complete the work in a timely manner and correct problems promptly. This practice also provides a protective cushion to the program if a contractor fails to complete the work and the Recipient has to engage another contractor to complete the work.

DCA recommends that the Recipient retain at least ten (10) percent of every progress billing including the final billing until the entire project has passed the final inspection.

Change Orders

Each Recipient has included in their CHIP Program Policies and Procedures their policy on changes in the scope of work. While every effort was made to include all required work in the original work write up, unforeseen conditions may arise that will require a change order. Some unforeseen conditions might include a collapsed wall, wood that appeared to be sound but was found to be rotten, materials became unavailable due to events beyond any reasonable person's control, or unforeseen termite damage. While it is sometimes impossible to detect every hidden code or property standard violation at the initial and final inspection completed prior to construction, simply failing to include an otherwise noticeable work item on the original scope of work is not generally allowed to be addressed after construction commences. Additionally, contractor error in estimating the project or doing the work is not typically allowed in a change order if the result is an increase in the cost of the job.

If additional unforeseen problems arise during the performance of the work, the solution is to prepare an Amendment to Contract describing the item(s) of work and the additional costs and the additional number of days that would be needed to complete the work. All of these items need to be added by amending to the contract. This document is more commonly referred to as a "change order." The procedure for obtaining a reasonable amount to do the additional

work is basically the same principle in securing a negotiated bid.

The change order process includes:

- The Recipient prepares a list of the additional work on the Amendment to Contract/Change Order form describing it in detail as in the work write-up.
- The Contractor will price each item listed and submit the Amendment to Contract/Change Order Form to the Recipient for review.
- The Recipient will determine whether or not the cost and the additional time are reasonable and document justification by comparing the Contractor's proposal to local cost estimates.
- The Recipient discloses the Amendment to Contract/Change Order Form with the figures to the homeowner for final approval.
- With the Homeowner's concurrence, the Amendment to Contract/Change Order Form is prepared and executed. The Amendment must be signed by the Contractor, Recipient AND Owner, and becomes part of the contract.

NOTE: Change orders should also be executed to extend the contract expiration date when necessary to allow for excusable delays. If the extension of time is overlooked, the Liquidated Damages clause could be triggered inappropriately.

Excusable delays and liquidated damages should be addressed in the general conditions of the construction contract

The process for change orders in the Recipient's CHIP Program Policies and Procedures should include a review process so they are not perceived as routine by the contractors.

Other records may be affected by change orders such as the contract and the CHIP loan documents which may need to be revised to reflect any increase in the amount of CHIP or terms of the CHIP loan, including either an increase or decrease in the required affordability period.

Conflict Resolution

During the course of the project a circumstance may arise where all parties in the project cannot come to terms. Most common are conflicts between the owner and the contractor. However, on occasion either the homeowner or the contractor may disagree with some aspect of the program.

Some Recipients establish a Board or Committee of Arbitration to conduct hearings with the contractor, Recipient and/or homeowner on any disputes that cannot be resolved. The Arbitration Board should be composed of neutral parties who make a binding decision. This board could consist of:

- Homeowners from the community or target area
- Building material suppliers
- Social workers
- Outside construction contractors
- Attorney
- Recipient official(s)
- Non-profit housing official(s)

Prior to resolving a conflict through the Arbitration Board, the Recipient should arrange a meeting at the site with all concerned parties. Hopefully a decision can be reached and agreed upon on the spot. However, if there are any doubts, no commitments should be made until the Recipient has time to further investigate the matter. Above all, the Recipient should be sure that all disputes arriving from the work are resolved before the case is ready for the final inspection. If the dispute cannot be resolved, the matter should be referred to the Arbitration Board. The terms of arbitration should be set forth in the construction contract and these terms should be fully disclosed and understood by all parties to the contract before execution, if this is the method of dispute resolution as required by the Recipient's CHIP program Policies and Procedures.

Final Inspection and Final Payment

Once the project is totally completed, the contractor can then request that the Recipient arrange for a final inspection.

It is critical that all inspections as set forth in the Recipient's approved award application and CHIP Program Policies and Procedures are conducted. Some Recipients set forth that the interim and final or at a minimum the final inspection would be conducted by an official of the Recipient's building or code department in addition to the program's rehabilitation advisor or administrator. Some Recipients set forth special arrangements with outside building officials from neighboring communities to conduct inspections, both interim and final, or at least at final, in the absence of a building or codes official for the Recipient. Regardless of who was set forth in the approved award application, the designated inspector(s) must complete and sign off on the final inspection.

Final inspections should always be conducted at the request of the contractor and never conducted on the assumption that the work has been completed. Before the final inspection, the Recipient

must be assured that all of the required inspections, including required code inspections, have been completed and signed off by the appropriate authorities.

When the Recipient makes the final inspection, the work write-up and all of the change orders should be used as a checklist to ensure compliance. Any work items that do not meet the Recipient's Written Rehabilitation Standards should be listed and defined as to the nature of the discrepancy. This "punch" list should be given to the contractor with instruction to contact the Recipient when the items have been completed.

Upon the satisfactory completion of the punch list items, the Recipient should prepare the Certificate of Final Inspection. The Recipient can process the final construction draw provided the contractor has remitted the final invoice and all required releases of liens, copies of warranties, and insulation certification, if applicable. The DCA Contracts and Sub-Contracts Completed Form must be included with the final project draw in order for DCA to meet its HUD reporting requirements.

As with the progress inspections, the general contractor and all sub-contractors and material suppliers must provide the releases of liens. As with the interim or progress payments, the general contractor signs the General Contractor's Invoice, Release of Liens and Warranty, serving as a final invoice, release of liens, and a guarantee or warranty of the work for a period of one year.

The Recipient signs the Certificate of Final Completion certifying that the work has been completed in accordance with the contract; that the property conforms to the requirements of the Recipient's CHIP Program Policies and Procedures; to the Recipient's required property standards (codes); and the property conforms to the HUD Lead Based Paint regulations at 24 CFR Part 35.

Typically, Recipients withhold a portion of the final payment until the Certificate of Final Inspection is signed; the Recipient is satisfied all of the work is complete and up to program standards; and, all disputes are resolved.

After the final inspection has occurred and the releases of liens have been obtained and the Certificate of Final Inspection is executed, it is now time for the owner to authorize final disbursement of funds based on his/her satisfaction of the work completed.

The owner signs the satisfaction statement which is witnessed by a notary and notarized and the Recipient can request the final project draw from DCA.

Drawing Down Project Funds from DCA

Once a project has received a set-up confirmation with a HUD project number, a Recipient may begin to draw down funds for project construction costs, project delivery fees, and other project

based soft costs. All draws must be supported by detailed, itemized invoices that are maintained in the Recipient's project file.

Installing Insulation

DCA also requires a Certification of Installation of Insulation for any project where insulation was installed.

Project Completion and Closing the File

Warranty

The construction has been completed and the Recipient obtained the notarized releases of liens; the notarized owner satisfaction statement and made the final disbursement for the construction. As part of the project completion process, the Recipient should send a letter to the owner reminding them of the warranty. Contractors are required to warrant their work for a period of one year. The contract as well as the General Contractor's Invoice Release of Liens and Warranty clearly recite this requirement.

The letter to the owner should explicitly explain the beginning and ending period of the warranty and instructions on how to go about resolving a warranty issue. The letter should make it clear that warranty issues are to be resolved directly with the contractor. Both owners and contractors should be made aware of the Recipient's limited capacity to intervene, although the Recipient may be required to assist the low income homeowner in this regard.

All appliance and termite and systems warranties should be provided directly by the contractor to the owner with copies obtained for the project file.

Send Project Completion Report to DCA

As soon as possible after project completion but no later than sixty (60) days, the Recipient is required to send the project completion report (Homeowner Rehab Set Up and Completion Form) to DCA.

Re-review Project File

The Recipient should re-review the Homeowner Rehabilitation Checklist and make sure that all required documents are in the project file.

Monitoring and Change of Ownership

In accordance with the requirements set forth in the General Conditions of the CHIP award, the Recipient has agreed to manage the day to day operations of the CHIP program and to monitor all

activities to assure compliance with the HOME regulations, all requirements of the CHIP Manual and all other applicable federal, state and local laws and regulations.

Under the CHIP program two major requirements apply to the compliance period including the recapture provisions and the principal residency provisions. In regard to the recapture provisions, these provisions should be self-enforcing due to DCA's requirement that the Deed of Trust is recorded. However, monitoring for continued occupancy in the event the CHIP assisted household moved away or rented the property is not so easily monitored.

CHIP assisted households certify that they will occupy the property as their principal residence for the entire affordability period, typically 5 or 10 years. While DCA understands that Recipients cannot always conduct annual site visits to each household assisted under their CHIP program, DCA requires the Recipient to keep a log of each CHIP assisted household with the beginning and ending dates of the required affordability period. The Recipient is required to send on an annual basis a "DO NOT FORWARD" letter to each household on the anniversary date of the recorded loan documents to ensure that the original assisted CHIP household remains in the property as its principal residence. For any returned letters, the Recipient will implement procedures to follow-up with the CHIP assisted household and take measures to recapture the CHIP assistance due the Recipient.

Reimbursement to DCA if Default Under the Terms of the Loan Agreement

Recaptured funds are HOME funds which are recouped by the Recipient when HOME (CHIP) assisted housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by 24 CFR 92.254 (a) (4) for homebuyer projects and by DCA for rehabilitation projects. Recaptured funds are not considered "program income" but rather represent a return of the original HOME investment. Therefore, when the Recipient receives recaptured funds, the funds must be remitted to DCA, (to the attention of Angela Davis) for placement in the DCA HOME Investment Trust Fund local account. The remittance must be accompanied by a letter of explanation of the recaptured funds identifying the HUD project number, owner name and address.

Subordination Agreements

During the course of the CHIP loan a Recipient may be asked to subordinate the CHIP loan to another loan which is being requested by the homeowner against the property. Most subordination requests are due to the owner attempting to improve their interest rate or payment schedule for an existing superior position loan; to obtain a new loan to consolidate exiting debt; or remove equity from the property for some other purpose. For technical assistance with these requests, please contact the DCA Office of Community Development.

Record Retention

This section provides a summary of the HOME program regulations at 24 CFR 92.508 regarding record retention.

The regulations require that homeownership rehabilitation project records must be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.

Written agreement must be retained for five years after the agreement terminates.

Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

In the event there were any litigation, claim, negotiation, audit, monitoring, inspection or other action that had been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Complaint Resolution

During the course of the project a circumstance may arise where all parties in the project cannot come to terms. Most common are conflicts between the owner and the contractor. However, on occasion either the homeowner or the contractor may disagree with some aspect of the program.

Some Recipients establish a Board of Arbitration to conduct hearings with the contractor, Recipient and/or homeowner on any disputes that cannot be resolved. The Arbitration Board should be composed of neutral parties who make a binding decision. This board could consist of:

- Homeowners from the community or target area
- Building material suppliers
- Social workers
- Outside construction contractors
- Attorney
- Recipient official(s)
- Non-profit housing official

Prior to resolving a conflict through the Arbitration Board, the Recipient should arrange a meeting at the site with all concerned parties. Hopefully a decision can be reached and agreed upon on the spot. However, if there are any doubts, no commitments should be made until the Recipient has time to further investigate the matter. Above all, the Recipient should be sure that all disputes arriving from the work are resolved before the case is ready for the final inspection. If the dispute cannot be resolved, the matter should be referred to the Arbitration Board.

The terms of arbitration should be set forth in the construction contract and these terms should be fully disclosed and understood by all parties to the contract before execution.

When disputes arise, the Recipient should go out to the property and meet with the Homeowner and the Contractor on the site where all concerned parties can see the problem. Hopefully, a workable solution can be agreed upon on the spot, but should there be any doubts, no commitments should be made until the Recipient has investigated the matter. Above all, the Recipient should be sure that all disputes arising from the work are resolved before the case is ready for final inspection. If the dispute cannot be resolved, the matter should be referred to the Arbitration Committee if that is the method of dispute resolution used by the Recipient as required in the CHIP Program Policies and Procedures.

Monitoring the Contractors

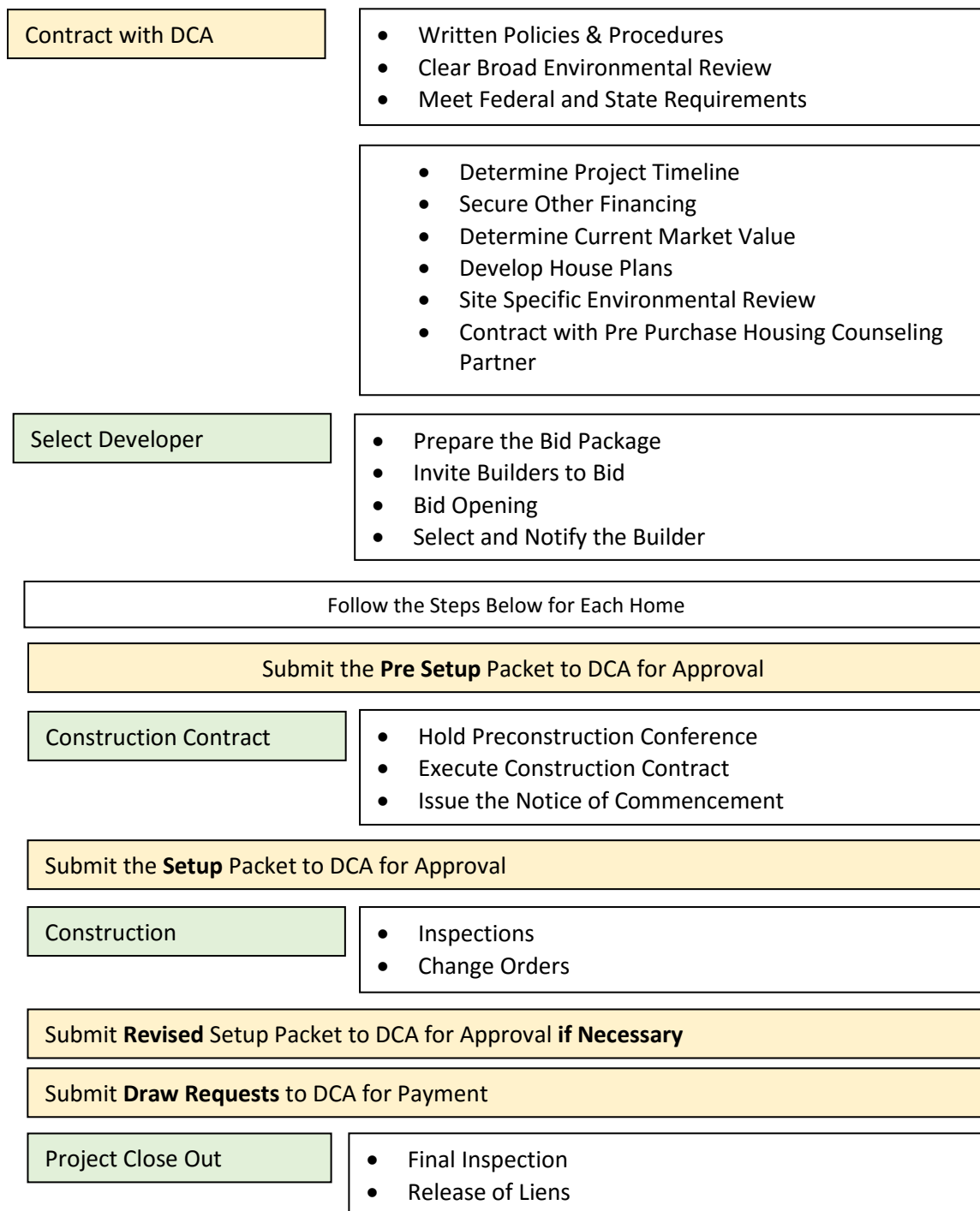
During the course of the project, difficulties may arise between a contractor and the staff. Some of the danger signals to watch for are:

- Failure of the contractor to respond to messages
- Lack of supervision at the job site
- Failure of the contractor to respond to "call backs" during the warranty period
- Financial problems (comments from creditors and suppliers)
- "Shortcutting" and using alternatives from the specifications
- Conflict with the Owner

All of these problems require prompt attention by the Recipient. Contractors should be kept under close monitoring, but by the same token, every contractor deserves to be treated fairly and with respect at all times.

CHIP New Construction and Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers Activities

Flow Chart



Qualify Homebuyer	• Homebuyer Eligibility • Mortgage Ready • Received Housing Counseling
Homeowner Lien Closing	• Prepare the lien documents • Close the lien
Submit Final Draw and Completion Packet to DCA for Payment	
After all Homes are Completed and all Grant Funds are expended	
Monitoring and File Close Out	

Introduction

The following section of this manual will be intended to assist Recipients with the step-by-step administering the CHIP New Construction and Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers.

Recipients administering CHIP new construction activities are required to comply with the HOME regulations at 24 CFR Part 92. The Policies and Procedures/Written Construction Standards and Specifications do not negate the need for securing your attorney's opinion and approval.

The HOME program regulations are located at 24 CFR Part 92 and can be accessed at:

<https://www.hudexchange.info/programs/home/home-final-rule/>

CHIP funds may be used to develop homeownership through new construction, rehabilitation, or reconstruction. Activity summaries are as follows:

Funds will be provided to acquire, rehabilitate, or newly construct single-family units to be sold to low and moderate income home buyers. Single-family units are defined as structures with 1-4 units. Funds to Recipients for new construction, rehabilitation, and/or reconstruction of single family units for homeownership shall be provided to the Developer as a construction loan at 0% interest due upon sale to a home buyer eligible under the HOME Program. Under rare instances, the sales price less a 15% developer fee may be less than the construction loan. In these instances, the developer fee will be limited to 15% of the sales price and the remaining balance after applying the sales proceeds will be provided as a grant to the developer to satisfy the construction loan.

Fees to developers that complete developments fund shall be 15% of the total development cost not including the value of the land if acquisition funds are provided. This amount may be reduced if there is an identity of interest between the developer and the contractor working on the development. Recipients are eligible to receive project delivery costs of up to 5% of the HOME-funded total development cost. All eligible project delivery costs must be identified by the Recipient.

If the application proposes the development (either new construction or rehabilitation) of housing units that will be sold to low and moderate income home buyers, a formal agreement between the Recipient or Developer and a HUD-approved housing counseling agency to provide pre-purchase home buyer education services to all new home buyers will be required. A firm partnership will be required in carrying out the funded activities. Partnerships that consider post-purchase education services for each new home buyer are encouraged.

Whenever CHIP funds are used for either of these types of developments, the work must be performed according to DCA's Written Rehabilitation Standards and Specifications which describe the methods and materials (which address health and safety, habitability and functionality, useful life of major systems, lead-based paint, accessibility, disaster mitigation, and other improvements), construction plans, work write-ups and cost estimates, property inspections procedures, frequency of inspections; and payment schedule. At a minimum, the unit must be constructed or rehabilitated to all state and local code requirements and must pass an inspection that addresses all of the inspectable items under HUD's Uniform Physical Condition Standards (UPCS). Recipients will be required to adopt and submit as an addendum to DCA's Written Rehabilitation Standards the local codes applicable to their locality.

A Recipient that has been awarded CHIP funds has already established the basic program design. The basic program design was set forth in the CHIP application and approved by DCA through the issuance of a CHIP Recipient Grant Agreement that includes the Program Plan and General and Special Conditions. Implementation of the program must be in keeping with the approved CHIP award in all General and Special Conditions, the HOME Program Regulations, and all DCA CHIP policy memorandums and clarifications.

DCA may modify or update the Policy and Procedures periodically at its sole and absolute discretion or as required by changes to federal regulations. Recipients are responsible for maintaining knowledge of these changes and implementing the most up-to-date requirements established for the program.

The Recipient must also review the entire project and financial interface requirements with DCA as outlined in the CHIP Financial Management Standards manual in order to prepare project set up, draw down funds, and meet established reporting requirements.

Eligible Activities and Costs

The CHIP Program is regulated by DCA and HUD in conformance with 24 CFR Part 92, the HOME Final Rule. The following are the major activities and costs permitted under the program.

In general, the following activities are eligible under the CHIP Development Program:

1. Acquisition: Funds used for property acquisition necessary for the construction of homeownership units are allowable.
2. Construction Financing: Funds may be used for the hard or soft costs of development of the housing units.

3. Development Subsidy: This is available to developers of homeownership units when the appraised value/sales price of the completed home minus the approved developer's fee maximum of 15% is less than the construction loan amount. In these circumstances, the developer fee will be limited to 15% of the sales price and the remaining balance after applying the sales proceeds will be provided out of CHIP funds as a grant to the developer to satisfy the construction loan. The maximum development subsidy amount is \$20,000.
4. Home Buyer Subsidy: A Home Buyer Subsidy is the amount of funds needed to fill the gap between the sales price of the home and the mortgage amount for which the purchasing household qualifies. The maximum amount of homebuyer subsidy per unit is \$14,999 and the minimum amount is \$1,000. The Home Buyer Subsidy should be made available to the purchaser of the unit as a 0% interest, deferred payment loan and must be secured with a HOME written agreement that is separate from the other loan documents.

A. Eligible Development Costs

1. Infill Construction vs. Subdivision Development

Development may occur on both scattered site lots or on a single site which will be divided into separate lots where one unit will occupy one lot.

For the purposes of this Program, DCA will consider a "Subdivision" as any project that is one contiguous piece of property that will be split into multiple lots for the development of single family units and which will include the installation of utilities on the property for service to each lot.

DCA will consider as "scattered site" any project that includes scattered lots where each lot is surrounded on two sides by established residential units and each lot does not require the installation of utilities to the lot. To be considered "surrounded on two sides by established residential units," a Recipient may consider lots immediately adjacent to the lot in question or immediately across the street from the lot in question. Further, if several adjacent vacant lots exist, all lots may be considered as one parcel for the sole purpose of determining if the lots qualify as "scattered site."

2. Eligible Forms of Development

- a. New Construction - Units developed through the CHIP Program may be new construction.

Adjacent vacant, scattered site lots may be combined into one parcel and one unit built on the parcel if each lot individually does not meet local zoning codes for the construction of new single family housing.

Similarly, if the separate cost of rehabilitating two existing units exceeds 75% of the after-rehabilitation appraised value of each unit and, if local zoning codes prohibit the construction of a new unit on each existing lot, the lots may be combined and one unit constructed as a “new construction” activity under the CHIP Program.

- b. Rehabilitation - Rehabilitating a vacant, dilapidated single family dwelling unit where the estimated cost of rehabilitation of the existing unit is less than 75% of the total estimated after-rehabilitation value of the existing unit is an eligible activity. Upon completion of construction, the unit must meet all applicable local codes and property standards as defined by the CHIP Program. If the unit was built prior to 1978, the unit must be rehabilitated following all Lead-Based Paint guidelines.

B. Total Development Budget - Eligible Costs

The following costs are eligible under the CHIP Program and may be included as part of the Total Development Budget for each site:

1. Eligible Acquisition Costs: Eligible acquisition costs are those costs related to the acquisition of a site(s) for the project. These costs include land, existing structures on the land, and costs associated with obtaining legal title and closing on the site. In order for HSRHP funds to be used for acquisition, the transaction must be an arms-length transfer of real property between two unrelated parties.
2. Eligible Development Hard Costs: Eligible development hard costs are those costs required to construct, reconstruct or rehabilitate properties to meet applicable state and local building codes (including the Model Energy Code), accessibility requirements, and Single Family Development Minimum Construction Standards to ensure that the Georgia Dream Single Family Development Program-assisted housing is decent, safe and sanitary, and to make other essential improvements, including, but not limited to:
 - a. Energy-related repairs and improvements;
 - b. Accessibility improvements for individuals with disabilities (whether to comply with ADA requirements or otherwise);

- c. Abatement of lead based paint hazards;
- d. Repairs and/or replacement of major housing systems in danger of failure;
- e. General property improvements (in accordance with DCA policy) which are non-luxury in nature; and
- f. Demolition of existing structures on a site where reconstructed or newly constructed housing will be developed.

Eligible hard costs include the following line items: site preparation, landscaping, road construction, utilities and storm sewer, residential construction, and construction contingency.

- 3. Soft Costs: Related soft costs (costs incurred by the owner, paid to a third-party provider other than the Recipient or Developer and associated with the financing or development of reconstruction, new construction, rehabilitation or acquisition) are eligible costs. The following are eligible, related soft costs:
 - a. Architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups (including the reasonable cost associated with compliance under the State Programmatic Agreement on Historic Preservation);
 - b. Costs to process and settle the financing for a project such as private lender origination fees, credit report, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorney fees, private appraisal fees and fees for an independent cost estimate, and builder's or developer's fees that are reasonable and customary;
 - c. Impact fees, hook-up fees and property taxes;
 - d. Insurance costs, including an initial flood insurance premium;
 - e. Costs for security at the construction site;
 - f. Costs to inspect the project for compliance with Program and local/state building codes; and
 - g. Costs to market the completed units to prospective home buyers or tenants.

4. Project Delivery Costs: Recipients are eligible to receive a project delivery fee of up to 5% of the HOME-funded total development cost. All eligible project delivery costs must be identified by the Recipient and may include items such as project design and implementation, Tier One and Two Environmental Reviews, underwriting, document preparation, the cost of inspections, and oversight of the Developers. All program income generated by the development throughout the loan term may be retained by the Recipient and used for additional HOME-eligible housing development activities.
5. Developer's Fees: Fees to developers that complete developments funded under this NOFA shall be up to 15% of DCA's HOME investment cost not including the value of the land if acquisition funds are provided. This amount may be reduced if there is an identity of interest between the developer and the contractor working on the development. The developer fee should be pro-rated among all funding sources.
6. Other costs: Other miscellaneous costs which are also approved by DCA at its sole and absolute discretion. These costs may include interim construction financing. Please contact DCA for consideration of Other Costs which may be allowable.

C. Total Development Costs - Ineligible Activities and Costs

The following costs are ineligible under the CHIP Program and may not be included as part of the Total Development Budget for each site:

1. Acquiring property which is not part of a CHIP-eligible housing unit.
2. Installing off-site improvements (development on any property not owned or under the control of the Developer.
3. Paying for any cost that is not eligible under §92.206 through §92.209 of 24 CFR Part 92, HOME Investments Partnerships Program.
4. Rehabilitating or constructing any property occupied by an existing owner.

Maximum HOME Investment

The minimum subsidy amount for any unit is \$1,000 as required by HOME Program regulations. The maximum amount shall be the 221(d)(3) limits as determined by HUD. These limits can be found at the following link:

<https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>

Affordability Period Requirements

The length of the required affordability period depends on the amount of CHIP investment in the property and the nature of the activity funded. The amount of CHIP investment includes all funds invested in a unit, including all Project Soft Cost. The table below provides the required affordability periods:

CHIP Investment per Unit	Length of Affordability	Amount considered satisfied for each year of the period of affordability completed in its entirety
Less than \$15,000	5 years	1/5 th
\$15,000 - \$40,000	10 years	1/10 th
More than \$40,000	15 years	1/15 th

CHIP funds that are invested in projects that do not meet the established Period of Affordability requirements will be subject to recapture based on policies outlined in Administration Manual. The development subsidy is not subject to recapture under this provision.

Homebuyer Requirements:

A. Income Eligibility Requirements

The program will serve homeowners and tenants with incomes at or below 80% of the area median, adjusted for household size. The current income limits published by HUD can be found by visiting the HUD website located here:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/>

Methods for determination of annual income will be consistent with HUD requirements under 24CFR 92.203. All income and assets must be documented by either a review of documents or third party verification. The requirement for third party verification of income and assets should be clearly set forth as well as the requirement that income is projected for the coming twelve month period from time of verification. All income and asset verification documentation must be current to within six (6) months of the loan closing or lease execution.

B. U.S. Citizenship Qualification

Each member of a household that receives assistance must be lawfully within the United States. Each household member over the age of 18 years must complete a “Declaration of Citizenship Status” form. The parent/guardian must complete a “Declaration of Citizenship Status” form for each minor child under the age of 18 years. Evidence of citizenship status for all household members must be in the file.

C. Conflict of Interest Qualification

The proposed residents of all units must sign a document stating that they have no relationship to anyone who has a decision-making role or inside knowledge of the HOME process, financial or contractual interests in a HOME activity, or anyone who can obtain benefits of any kind from a HOME activity. This extends to anyone with whom a person has familial or business ties during the funding process and up to one year thereafter. If an individual knowingly has any of the aforementioned connections to a HOME activity, and has not made these ties public, then she/he has violated Federal Conflict-of-Interest statutes.

D. Primary Residence:

The homebuyers must use these homes as their primary residence.

E. Homebuyer Counseling

Homebuyers must receive pre-purchase housing counseling before purchasing a HOME-assisted unit as per 24CFR §92.254(a)(3). Recipients may not charge a fee to the homebuyer for the receipt of housing counseling assistance but may include a fee of up to \$100 as part of the Project Delivery Costs associated with the activity. If a third-party provides such services to the homebuyer, the fees charged must not exceed \$100 and the fees charged to and paid by the homebuyer. The amount paid by the homebuyer may be counted toward the \$1,000 minimum household contribution required of all borrowers.

Recipients are responsible for ensuring that the CHIP-assisted homebuyer completes the homebuyer counseling. A Certificate of Completion of the required counseling or evidence of completion from a housing counseling provider must be maintained in each individual project file.

F. Loan Terms and Conditions and Minimum/Maximum Subsidy

Each home buyer of completed units will be required to secure their own mortgage financing following the determination that they meet HOME income eligibility requirements. All CHIP funds provided to the homeowners are subject to a promissory note and a deed to secure debt between the Owner Occupant as mortgagor and the Recipient as the mortgagee.

Home buyer subsidy loans will be made available to the homeowner at a 0% deferred payment second mortgage loan payable only when the home is sold, refinanced, or no longer used for their principal residence during the affordability period. The minimum subsidy amount for any unit \$1,000 as required by HOME Program regulations. The maximum per unit subsidy amount shall be \$14,999. A percentage of the loan will be forgiven annually in equal installments over the

applicable minimum five (5) year period of affordability.

G. Required Homeownership Documents

All loans made to home buyers using CHIP funds will be secured by a lien attached to the property occupied by the borrower. The following documents must be provided by the lender at closing:

- Deed to Secure Debt
- Grant Agreement
- Loan Agreement
- Promissory Note
- Homeowner Notice Right to Rescind
- Real Estate Note
- Affidavit to Execute Amended Promissory Note

H. Transfer of Home Buyer Loans

In the event of the death or incapacity of a homeowner(s) during the stated period of affordability, transfer of property to an eligible low or moderate income household that is an immediate family member of the original homeowner will be permitted.

An “immediate family member” is defined as a spouse, parent, brother, sister, or child of that person, or an individual to who that person stands loco parentis.

Any immediate family member that wishes to assume responsibility of the loan must contact the Recipient for an assessment. The family member must meet all qualification criteria for CHIP funds, including:

Borrower Eligibility Requirements

- Income
- Age
- Occupancy
- Mortgage Status

Property Eligibility Requirements

- Property ownership and type
- Property tax
- Property insurance

The Recipient will conduct third party verification and obtain all required documentation to determine if the household meets all the eligibility requirements.

The immediate family member that is to assume responsibility of the loan is responsible for transferring title of the property into his/her name. The immediate family member is also responsible for preparation and processing of all documents related to loan assumption. All costs associated with transferring the title of the property and loan assumption will be the sole responsibility of the immediate family member, including any legal fees, filing fees, taxes, and any other costs incurred with such process. The immediate family member will have 180 days after the death of the original homeowner to complete the title transfer and loan assumption. If an immediate family member has not completed the process of title transfer and loan assumption within the specified timeframe, the original loan is considered “*in default*.”

All assumed loans will continue with the original loan terms outlined in the Loan Agreement, Deed to Secure Debt, and Promissory Note.

Property Eligibility Requirements

A. Purchase Price Limits:

HUD has issued new HOME Property Value Limits. In 24 CFR § 92.254(a)(2)(iii) of the HOME Final Rule published on July 24, 2013, HUD established new property value limits for homeownership activities. These new limits apply to all homeownership housing to which HOME funds are committed on or after August 23, 2013, and will remain in effect until HUD issues new limits.

§ 92.254(a)(2)(iii) is revised so that PJs are no longer permitted to use the FHA Single Family Mortgage Limit [known as the 203(b) limit] as a surrogate for 95% of area median purchase price, as was permitted in the pre-2013 Rule.

This change was necessitated by statutory changes to the 203(b) statute, which, over time, increased the FHA Section 203(b) floor. With these increases, the 203(b) limits became a less reliable surrogate for 95% of area median purchase price. The HOME program statute requires that no housing have a purchase price or after-rehabilitation value that exceeds 95% of area median purchase price, in order to ensure that HOME-assisted housing is modest and non-luxury.

In the 2013 Rule, § 92.254(a)(2)(iii) is amended to eliminate the use of 203(b) limit and to change the methods for determining 95% of area median purchase price. HUD will determine and issue limits that represent 95% of the area median purchase price separately for newly constructed and existing single family housing units.

The new HOME Rule requires the State to evaluate the property value of a unit assisted based on whether the unit is considered "existing" or "new construction". HUD has determined the values of each for all counties in Georgia based upon prior years' sales data for each type of housing.

The most current HOME Property Value Limits can be found on HUD's website at:

<https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

B. Property Standards

CHIP-funded properties must meet certain property standards. At minimum, all units must meet HUD's Uniform Physical Condition Standards (UPCS). However, the HOME regulation also requires that all housing that is rehabilitated or financed with HOME funds must meet all applicable local codes (including state codes), rehabilitation standards, ordinances, and zoning ordinances at the time of project completion.

C. Mandatory Residential Construction Codes

The State of Georgia has mandatory residential construction codes that are applicable to CHIP and that must be adhered to regardless of whether or not the Recipient enforces the codes. There are no exceptions to meeting these requirements for construction of CHIP-assisted homes.

These mandatory codes are as follows (the latest edition as adopted and amended by DCA):

- Georgia State Minimum Standard Building Code (International Building Code)
- Georgia State Minimum Standard One- and Two Family Dwelling Code (International Residential Code for One- and Two-Family Dwellings)
- Georgia State Minimum Standard Fire Code (International Fire Code)
- Georgia State Minimum Standard Plumbing Code (International Plumbing Code)
- Georgia State Minimum Standard Mechanical Code (International Mechanical Code)
- Georgia State Minimum Standard Gas Code (International Fuel Gas Code)
- Georgia State Minimum Standard Electrical Code (National Electrical Code)
- Georgia State Minimum Standard Energy Code (International Energy Conservation Code)

The permissive codes are as follows (the latest edition as adopted and amended by DCA):

- International Property Maintenance Code
- International Existing Building Code
- Residential Green Building Standard
- International Swimming Pool and Spa Code

As noted above, the building, one and two family dwelling, fire, plumbing, mechanical, gas, electrical and energy codes are mandatory codes, meaning that under Georgia law, any structure built in Georgia must comply with these codes whether or not the Recipient chooses to locally enforce these codes.

1. Administration and Enforcement of the State Minimum Standard Codes

In order to properly administer and enforce the state minimum standard codes, Recipients must adopt reasonable administrative provisions. The power to adopt these administrative procedures is set forth in O.C.G.A. Section 8-2-26(a)(1). These provisions should include procedural requirements for the enforcement of the codes, provisions for hearings, provisions for appeals from decisions of local inspectors, and any other procedures necessary for the proper local administration and enforcement of the state minimum standard codes.

These powers include:

- Inspecting buildings and other structures to ensure compliance with the code;
- Employing inspectors and other personnel necessary for the proper enforcement of codes;
- Requiring permits and the establishment of charges for said permits; and
- Contracting with other Recipients for code enforcement.

DCA periodically reviews, amends and/or updates the state minimum standard codes. If a Recipient chooses to locally enforce any of these codes, it must enforce the latest editions and the amendments adopted by DCA.

DCA has developed a sample resolution/ordinance that may be used as a guide for Recipients in the development of their administrative procedures. Please contact DCA for a copy of this sample resolution/ordinance and for any technical assistance needed in the development of a local code enforcement program.

2. Appendices:

It should be noted that The Uniform Codes Act states that the appendices of the codes are not enforceable unless referenced in the body of the code, adopted by DCA, or specifically adopted by a municipality or county. If any appendices have been adopted by DCA, they will be noted in the Georgia amendments to the base code. Georgia Amendments to all of the codes listed can be found at:

<http://www.dca.state.ga.us/development/constructioncodes/programs/codes2.asp>

Please contact the Office of Construction Codes and Industrialized Buildings of Georgia for more information concerning these amendments.

D. Architectural Standards

In accordance with requirements established by the federal government at 24 CFR 92.251 for the proper operation of the CHIP Program, DCA has established these Architectural Standards. All projects receiving CHIP funds from DCA for the purpose of building new property and rehabilitating existing property must meet or exceed these Architectural Standards. Incorporation of these minimum standards into all work scopes which control the level of construction to be performed on all properties is required. These standards have incorporated all State and local building codes, State energy codes and the HUD housing quality standards, and, in many cases, DCA requirements exceed the referenced State and Federal Requirements.

The CHIP Program requires that all units funded under the program meet the applicable Federal and State Accessibility standards as well as all DCA accessibility requirements. This includes the requirements of Section 504 of the Rehabilitation Act of 1973 as well as those visitability improvements identified in O.C.G.A. 8-3-172 within all units receiving CHIP assistance to the extent compatible with the rehabilitation work. (i.e. if code related improvements affect an entrance to the property, bathroom door or other applicable item, the improvement will incorporate work necessary to meet visitability requirements). Recipients must document why any visitability improvements required by this law were not incorporated into the assisted improvements for each home.

All units that will be reconstructed must be re-built to conform to the requirements of O.C.G.A. 8-3-172.

These Architectural Standards do not have the effects of replacing local codes or minimum property standards. All properties must meet or exceed applicable local codes and property standards. With the exception of off-site development costs, measures required to address local codes and property standards are eligible construction costs for properties receiving CHIP funds.

These Architectural Standards are applicable to new construction, reconstruction and rehabilitation construction. New construction, reconstruction and rehabilitation construction are governed by all local and state building codes and requirements.

Building Permits are required for all units to be funded under the CHIP Program, if building permits are issued in the community. Proof of inspections and approvals by local officials will be required prior to the loan closing for the purchase of a unit by an eligible home buyer.

Final determination as to a recipient's compliance with the Architectural Standards rests solely with DCA.

E. General Standards for all Properties

1. Drawings and Specifications:

The architectural drawings and specifications must be in compliance with the Livability Standards found in HUD's Minimum Property Standards 4910.1 (1984). These are the minimum standards. Where DCA or local standards are higher, the higher standards will prevail. All Federal, State, and Local codes must be met, including all applicable Building and Fire Codes, applicable Federal and State Accessibility laws and requirements, Georgia Energy Code, and any other applicable requirements. In every case, the most restrictive requirement will prevail.

2. Contract Drawings:

The contract drawings should be complete clear and consistent in order to minimize construction problems, schedule delays, discrepancies in documentation and cost overruns, all of which affect the overall construction process.

3. Exterior Construction Materials:

All construction materials must be appropriate for lifecycle cost and ease of maintenance. All materials are to be installed according to manufacturer specifications using acceptable methods and materials that will result in the issuance of a manufacturer's guarantee. All materials must bear the label of an industry accepted testing or certification agency. Preference must be given to materials that represent low maintenance and longevity over the life of the property. Any major component of a rehabilitation project with less than five (5) years expected useful life remaining shall be replaced. Specific exterior construction material requirements are listed below:

- a. Roofing: DCA requires a minimum warranty of twenty (20) years for all pitched roofs that must be verified by the manufacturer. Note: flat roofs are not permitted in any construction. Gutters and downspouts are mandatory for all construction on all buildings.
- b. Vinyl Siding: DCA requires commercial grade siding with a minimum thickness of .044 and with a 15-year warranty to be verified by the manufacturer.

- c. **Manufactured Siding:** Siding must be 7/16" nominal thickness or equivalent with a 20-year warranty. The warranty must be verified by the manufacturer.
- d. **Wood Siding:** Cedar or redwood in random lengths of 4'-0" or greater is acceptable. Any other wood siding product must be approved by DCA prior to order and installation. The warranty must be verified by the manufacturer.
- e. **Dryvit:** The installation of dryvit, or similar products, must include protection of finish in high traffic areas and must be approved by DCA.
- f. **Stucco:** Hard stucco may be used in some instances, but must be approved in advance of by DCA.
- g. **Soffits & Fascias:** Consideration should be given to prefinished or low maintenance finishes to all fascias and soffits. Gutters and downspouts are mandatory for all construction and on all buildings.
- h. **Exterior Doors and Windows:** Exterior doors must be 1¾" metal insulated or solid core wood, 20 minute rated door. Windows must have insulated glass and meet Georgia Energy Standards.

F. Visitability Requirements:

All construction activities must meet all of the following visitability requirements of OCGA 8-3-172:

- a. One No Step Entry through 36 inch door;
- b. On first floor:
 - 1. Each interior door is at least a standard 32 inch door, unless the door provides access only to a closet of less than 15 square feet in area;
 - 2. Each hallway has a width of at least 36 inches and is level, with ramped or beveled changes at each door threshold;
 - 3. Each bathroom wall is reinforced for potential installation of grab bars;
 - 4. Each electrical panel or breaker box (located inside on first floor), light switch, or thermostat is not higher than 48 inches above the floor; and
 - 5. Each electrical plug or other receptacle is at least 15 inches above the floor.

G. Single Family Development Architectural Submittal Instructions

These instructions are established as an aid to the Recipient, detailing the necessary submissions, cost controls, scheduling, approvals and procedures to be used during the development of the proposed housing units. Disciplined adherence to these requirements, together with periodic consultation with DCA staff, is essential to ensure that scheduling deadlines are met and that a high quality project will result. All submittals are required to be on the most current standard forms issued by the American Institute of Architects (AIA).

1. Summary of Submittal Requirements:

- a. Location/vicinity map of each unit site within the community.
- b. Conceptual Site Development Plan of each site should include:
 - Easements existing on the property must be indicated on the plan. (Information should be compiled from public records and other appropriate sources).
 - Wetlands and Floodplains. Applicant must submit maps and/or documentation from a qualified third party certifying that the eligible site is not located within a floodplain/wetland. Sites located within a floodplain/wetland area are not eligible for CHIP assistance.

Existing single family housing unit(s) located within a flood plain is/are eligible. Flood insurance must be obtained and a certification from an Environmental Consultant that the unit is located within a flood hazard zone is due at the time of Application. (This information must be supported by the wetlands map, wetlands delineation report, and floodplain map submitted in the Environmental Screening Checklist).

- Utilities (water, sanitary and storm sewers, electricity, gas and telephone) must be located on the plan and contact information included in the notes.
- Use of all adjacent properties indicated both graphically and in written form.
- All zoning setbacks and any other zoning restrictions for the subject property must be graphically indicated.
- An indication of all structures, slabs, tanks and any other improvements existing on the property.
- An indication of any other features physical or otherwise that would affect the development of the subject property.
- The location of the proposed entrance access to the property and a layout of the unit, driveways, etc. must be indicated, and;
- An indication of all areas of tree and vegetation to be preserved and those to be installed.

- c. Environmental Screening Checklist.
- d. Phase I and II Reports (if applicable).
- e. Physical Needs Assessment for all existing improvements on the property.
- f. Color photographs of the property and adjacent surrounding properties and structures, with location map. Aerial photographs are desirable and should be submitted whenever they are available. (Black and white photographs are not acceptable).
- g. Any other documentation needed at DCA's sole discretion as requested.

Construction Procedures

- A. The initial property inspection will be completed once a property has been identified for possible assistance in the program. The purpose of the inspection is to determine if the property is feasible for rehabilitation, determine code required improvements and estimate the total cost of the regular (non-lead) rehabilitation work.

A standard Housing Rehabilitation Program Inspection Form will be used in conducting inspections to ensure completeness and consistency in the inspection process. This form will record the work required to meet the minimum property standards.

- B. A work write-up is a set of specifications which sets forth the work to be done and materials to be used plus a cost estimate. A Rehabilitation Feasibility Test Form will be completed and a separate work write-up will be done for the lead interim control requirements for the home after the testing is completed by the lead risk assessor. The scope of repairs will be clearly stated and specifications will be sufficiently detailed to form a basis for obtaining bids from contractors. Generally, if it is determined that the hard cost of rehabilitation of a property is greater than \$25,000 and the expenditure of funds is not justified, a determination of economic unfeasibility will be made. Although this determination must be based on a strong element of subjective judgment, certain relative objectives threshold criteria must also be applied. In the event that it is determined the property is not economically feasible for rehabilitation, another property must be identified for the program. If any HRSHD acquisition funds were used to acquire the property, these must be supplanted with other non-HOME funds by the Recipient or Developer as the site is not feasible for a HOME project to be completed.

C. Bidding Procedures

All contractor bids will be obtained through an “open, free competitive bidding” that is in compliance with 24 CFR 85.36(b) (8), which states contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. No sole source procurement will be allowed for any CHIP funded activities.

The Recipient must require that the Developer make efforts to notify the contractor community of the potential to bid. Solicitations from a minimum of three qualified contractors must be sought and no contract may be awarded for a project in which less than two bidders submitted proposals. A Bid Control Sheet will be used to document bids submitted, and will include signatures documenting all who attended the bid opening. This sheet will be placed in the project file.

The Developer, under the auspices of the Recipient, will review all bids for responsiveness, accuracy, and reasonableness, record findings on Bid Control Sheet, and prepare a Bid Summary. The Bid Summary will compare each bid to the cost estimate. Bids will be considered reasonable if they are within 10% of the cost estimate. If the bids are not within 10% of the estimate, the Recipient will determine if the discrepancy is justified based on a careful review of the cost of individual work items.

The bid selected should reflect the lowest responsible bid complying with all program requirements, provided such bid is reasonable and in the best interest of the project.

Contractor Qualifications

- A. Only those contractors who have submitted a complete application to the Recipient or Developer and have received approval from the Recipient or Developer shall be eligible to perform work under this program. Prior to issuing a notice to proceed to any contractor, the Recipient will search the Excluded Parties List System (EPLS) to confirm that the contractor has not been debarred from performing work in the State of Georgia. This list can be found at:

<https://www.epls.gov/>

Upon clearance, a bid award will be provided to the selected contractor.

B. Eligible Contractor Requirements

All Contractors will have to provide:

- State Certified License

- Certificate of Insurance
- Model Accredited Renovator Certification
- Pass the State Clearance Process

In addition to the aforementioned, Lead Contractors have to Provide:

- Lead Certification
- Lead Abatement Certification

Criteria for selecting a contractor can include, but is not limited to:

- Quality of workmanship and response time on warranty work based on three references;
- Paying of material dealers and suppliers in a timely fashion based on references;
- Paying of sub-contractors in a timely fashion based on references;
- Adequate and valid insurance; etc.

C. Ineligible Contractor Requirements

The Recipient or Developer shall remove any contractor from the approved contractors list for one or more of the following reasons:

1. Continuous performance of unsatisfactory (poor quality) work, as deemed by the Recipient or Developer.
2. Failure to maintain REQUIRED insurance.
3. Failure to pay sub-contractors and/or material dealers.
4. Failure to respond to grievances from past customers.
5. Failure to respond to warranty work in a timely fashion.
6. Failure to maintain current license and/or registration.
7. Insolvency, bankruptcy, or other conduct or condition which has resulted in a monetary loss to a homeowner in connection with any contract funded through a state or federal program.
8. Failure to complete contract work or abandonment of a job.
9. Withdrawal of bid without justification.
10. Conviction of a crime in connection with any contract work, or connection with payment, or receipt of funds from ANY state or federally funded program.

All applicable state and federal regulations, equal opportunity provisions (including Section 3), conflicts of interest, etc. are incorporated into all construction contracts for housing rehabilitation to ensure that all housing goals and objectives are met.

Recipient and Contractors Terms and Conditions

A. Dates:

The Recipient and Developer will agree on the commencement date and the contractor will be given an appropriate time period to complete the project. In the event of inclement weather or other conditions beyond the contractor's control, he/she will be given extra days equal to the actual time lost. If there are change orders or amendments to the original contract, the contractor will be given additional time to accomplish the changes. This additional time and cost will be agreed upon by the contractor, Developer, and the Recipient. If the contractor fails to complete the project within the allotted time, he will be penalized for the agreed upon amount as per the contract for each calendar day he exceeds the agreed upon completion date.

B. Draws:

There is no limit to the number of draws allowed for each project. However, the minimum draw amount request that DCA will process is \$10,000. All final payments will be contingent on the approval of the final inspection made by the Recipient and the Developer. DCA will withhold a 10% retainage from each payment until 30 days following satisfactory completion of the project.

C. Owner Satisfaction:

The Developer must sign an Owner's Satisfaction Statement certifying that they are satisfied with the rehabilitation work each time a request for payment is submitted by the contractor and prior to any payment being issued to the contractor. In addition to the signed satisfaction statement by the Developer for a partial or full payment to the contractor, the releases of liens must be obtained from the general contractor and all sub-contractors prior to releasing any payments.

No payment made under the contract shall act as a waiver for the right of the owner to require the fulfillment of all terms of the contract.

Inspections

A. Interim Property Inspection:

The Recipient will perform interim inspections during the course of the construction work. At a minimum, the Recipient will perform two (2) interim inspections to ensure that the funds are used for eligible purposes and the work is being completed in accordance with the New Construction or Rehabilitation Standards. Inspections will be conducted in the presence of the Developer and contractor, whenever possible, so that any problems can be identified, discussed and resolutions developed.

The Recipient will inspect the job each time a request for payment is submitted to ensure all work for which payment is being requested is complete. The number of allowable draws for each job will be identified in the construction contract. If only one final payment is allowed by the contract,

the Recipient will perform two progress inspections during the course of the job.

If the job is complicated or problems arise with any of the parties involved, or if unforeseen conditions arise, the Recipient will make additional inspections as necessary to resolve issues or prevent serious problems.

B. Final Inspection:

Final inspections will be conducted by qualified staff of the Recipient at the request of the contractor. Prior to the final inspection, the contractor must submit documentation that all required inspections per permit, have been completed and signed off by the appropriate building official.

The work write-up and all of the change orders will be used as a checklist to ensure completion of all work items and compliance with Written Rehabilitation Specifications. A “punch” list will be given to the contractor identifying any remaining work items. Upon satisfactory completion of the “punch” list items, the Recipient will prepare the Certificate of Final Inspection.

After the final inspection has occurred and the releases of liens have been obtained, the Certificate of Final Inspection is executed, and applicable warranties and contacts are given to the homeowner, the owner can authorize final disbursement funds, by signing the statement of satisfaction. The Recipient may then request the final payment for the contractor.

Change Orders

Should unforeseen conditions arise that could not be detected in the original scope of work, a change order must be completed per the process below. Unforeseen conditions might include a collapsed wall, rotted wood that was undetected, unavailability of materials due to matters beyond reasonable control, or unforeseen termite damage. While it is sometimes impossible to detect every hidden code or property standard violation at the inspection completed prior to construction, simply failing to include an otherwise noticeable work item on the original bid is not generally allowed to be addressed after construction begins. Additionally, contractor error in estimating the project or doing the work is not typically allowed in a change order if the result is an increase in the cost of the job. If a need for a change order should arise and additional time is needed, the contractor will be given additional time to accomplish the changes. This additional time and cost will be agreed and approved by the signatures of the contractor, Developer, and the Recipient.

The staff of the Recipient shall inspect the property upon request and, if warranted, prepare an itemized list of work to be performed or modification on a Change Order form describing in detail, as in the work write-up. Justification for added or deleted items will need to be described in detail. The contractor will price each item as requested on the Change Order form and return it to the

Recipient for review. The Recipient will then determine if the figures are justified by comparison to the Local Cost Index and if so, send the request in to DCA for approval. When approved by DCA, the Change Order form will be executed by the Developer, contractor and Recipient, and will become a part of the contract.

Appeals and Disputes:

The Recipient will administrate the following appeal procedure to settle any disputes that may arise between the Developer and the contractor. If an Arbitration board/committee has been appointed by the county/city, a mandatory arbitration using the Construction Industry Rules of the America Arbitration Association must be held.

If an Arbitration board/committee does not exist, grievances between the property owners and the contractor must be filed in writing to the Local Official/Authorized Official within five (5) business days of the incident. The Local Official/Authorized Official will have ten (10) business days to inform both parties of his/her decision. The decision of the Local Official/Authorized Official shall be final and conclusive.

Per this policy, all persons submitting an application for assistance and receiving CHIP assistance within the project activity location has the right to appeal any and all decisions for assistance and any types of assistance for which they may be eligible.

Compliance Monitoring and Recapture Provisions

In its capacity as a Recipient of DCA that has been chosen to administer a portion of the State's HOME program, the Recipient has primary responsibility for monitoring activities to ensure compliance with all HOME requirements throughout the period of affordability.

For homeownership activities, this requires the Recipient to document that the homebuyer has continued to maintain the HOME unit as their principal place of residence throughout the period of affordability as spelled out in their loan documents. In addition to monitoring ownership through property tax records, the Recipient must send out DO NOT FORWARD letters to all homebuyers annually through the U.S. mail and maintain these in the project files. If any are returned, the Recipient must investigate to see if the homeowner is continuing to satisfy this requirement and document its findings in the project file. The Recipient should also be listed as a mortgagee on homeowner's insurance documents so that it is notified if this insurance lapses. If the homeowner or another immediate family member no longer occupies the home, a portion of the total HOME subsidy must be recaptured.

All recaptured CHIP funds will be returned to DCA for return to the U.S. Treasury. This provision will also be in the Loan Agreement, Promissory Note, and Deed to Secure Debt.

Project Closeout

The Recipient will submit a Project Completion Report to DCA along with the final request for project reimbursement. DCA will provide a notice of project completion. The date of this notice is the beginning date of the affordability period of the loan.

Within thirty (30) days of payment of all CHIP-funded costs (with the exception of audit costs and any unsettled third-party claims), the Recipient will inform DCA that the CHIP Program is ready for close-out and the date of the next scheduled annual audit review.

The following will be performed by DCA:

1. DCA will conduct a review to ensure that any monitoring findings are resolved, and that any excess grant funds have been refunded. DCA will also verify that the accomplishments projected in the application have been satisfactorily met.
2. After review and final resolution of any findings, DCA will notify the Recipient or Recipient of the grant's conditional close-out pending receipt of an acceptable final audit.

Record Retention

CHIP program records will be kept for a minimum of five (5) years after the program close-out or five (5) years after the termination of all applicable periods of affordability, written agreements, and loan terms, whichever is longer. All program records will be stored in an acceptable record storage facility during the required retention period.

Records pertaining to any litigation, claim negotiation, or audit, monitoring, inspection, or other action, which may have started before the expiration of the required record retention period, will be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

CHIP Forms Checklists

For All Projects:

☐	Authorized Signature Card (CA-1)
☐	Project Drawdown Form (CA-2) Must attach invoices, approval of work completed
☐	Signature Card for Program Policy and Activity Documents (CA-9)

Housing Rehabilitation Activity Checklists:

Pre Set Up

☐	Pre Set Up form (CA-3)
☐	Income Verification Form (CC-8)
☐	Certification to Use Unit as Principal Residence (CC-7)
☐	Declaration of Citizenship Status (CC-3 and, if applicable, CC-4)
☐	Certification as to Conflict of Interest (CC-6)
☐	Copy of Existing Warranty Deed
☐	Current market value of the property
☐	Tier 2 Site Specific Environmental Screening Checklist with required supporting documentation
☐	Proof of Year of Construction of Housing Unit: (tax record, appraisal, builder's deed, historic survey, Sanborn fire insurance map, other legal documentation)
☐	Lead-Based Paint Visual Assessment (if unit was built prior to 1978)
☐	Initial Scope of Work Write-Up for Non-Lead Costs
☐	Work Scope of Work Write-Up for Lead Costs (if unit was built prior to 1978)
☐	Pictures of housing unit demonstrating need for work to be performed

Set Up

☐	Homeowner Rehabilitation Assistance Activity Set-Up Form (CA-4)
☐	Loan Agreement (CL-3)
☐	Promissory Note (CL-4R)
☐	Homeowner Rehabilitation Assistance Deed to Secure Debt (CL-1)
☐	Notice of Commencement
☐	Contract between Homeowner and Contractor
☐	Addendum to Construction Contract (CRA-10)
☐	Contractor's Work Write Up

☐	Proof of Contractor Clearance (no debarments)
☐	Proof of Lead Renovator Certification (if applicable)
☐	Georgia Security and Immigration Compliance Act of 2006 (CC-2)

Final Draw and Completion

☐	Project Drawdown Request Form (CA-2) with invoices
☐	Homeowner Rehabilitation Completion Form (CA-5)
☐	Contractor & Sub-Contractor Information Form (CR-2)
☐	Contractor & Sub-Contractor Activity (CR-3)
☐	Section 3 Report (CC1)
☐	Match Contribution Form (CC-9) if applicable
☐	Final Schedule of Work Completed
☐	State Sub-Recipient and Homeowner Agreement
☐	Final Lien Wavers
☐	Certification of Final Inspection (CR-9)
☐	Final Rehab Photos
☐	Final Owner's Satisfaction Statement
☐	Contractor's Certification of Completed Work
☐	Homeowner's Insurance

Housing New Construction and Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers Checklists:

Pre Set Up

☐	New Construction Activity Pre Set-up form
☐	Proposed project timeline from present through unit occupancy
☐	Total project budget including a breakout of developer fees and project delivery costs
☐	Copy of Existing Warranty Deed
☐	Current market value of the property
☐	Tier 2 Site Specific Environmental Screening Checklist with required documentation
☐	Copies of floor plans, elevations, and site plans

Set Up

☐	New Construction Activity Set-Up and Completion Form (CN-2)
☐	Agreement between State Recipient and Developer
☐	Documentation of the Procurement Process Including Copies of the Following:
	Notice to Potential Bidders about the Project
	Bid Summary Sheet that Compares each Bid to the Cost Estimate
	Bid Control Sheet that Documents Summaries of each Bid Received and Includes Signatures of Those that Attended the Bid Opening
☐	Contract Between the Develop and Contractor
☐	Contractor's Write-Up

☐	Notice of Commencement
☐	Addendum to Construction Contract (CR-A10)
☐	Proof of Contractor Clearance
☐	Proof of Lead Renovator Certification, if Applicable
☐	Georgia Security and Immigration Compliance Act of 2006 (CC-2)
☐	Davis-Bacon Wage Rates, if Applicable

Final Draw and Completion:

☐	Project Drawdown Request Form (CA-2) with invoices
☐	Activity Set-Up and Completion Form (CN-2)
☐	Contractor and Subcontractor Information Form (CR-2)
☐	Contract and Subcontract Activity Report (CR-3)
☐	Section 3 Report (CC-1)
☐	Davis Bacon certified payrolls
☐	Documentation of HOME Match Contribution (CC-9)
☐	Contractor Certification of Work (CR-5)
☐	Certificate of Occupancy from Local Code Official
☐	Final Schedule of Work Completed Compared to the Construction Contract
☐	Final Lien Waivers
☐	Pictures Documenting Completed Work Activity
☐	Homeowner Income Eligibility Form (CC-8)
☐	Citizenship Form (CC-3 and CC-4)
☐	Conflict of Interest (CC-6)
☐	Use as Primary Residence (CC-7)
☐	Deed to Secure Debt Executed Between the Recipient and Home Buyer (CL-A11)
☐	Loan Agreement (CL-A12)
☐	Promissory Note (CL-AD)
☐	HOME Grant Agreement (CL-2)

CHIP Written New Construction Standards

CONTRACTOR MINIMUM REQUIREMENTS

Scope of the Work shall include all labor, materials, equipment, permits, drawings and services necessary for the proper completion of the rehabilitation or new construction of the property as identified in the “Work Write-Up” or in the approved house plans and all such work called for shall be done in accordance with the Basic General Specifications as outlined in the Policy and Procedures of the CHIP Program.

At a minimum, State Recipients and Developers must include in the contractors agreement:

- A. The Work Write-up. Shall take precedence over the Basic General Specifications and when in conflict, the material, equipment or workmanship called for in the Work Write-up will be required.

AS DESCRIBED IN THIS SECTION, ALL ITEMS MUST BE LISTED ON THE WORK WRITE-UP. IF REPAIR/REPLACEMENT OF LISTED ITEMS IS NOT NEEDED, REFERENCE EACH SECTION AS N/A – NO CODE VIOLATION.

- B. State Certification. All contractors or subcontractors engaged in the practice of electrical contracting, plumbing contracting, low-voltage contracting, heating and cooling contracting or the installation, alteration and/or repair of plumbing, HVAC, electrical or low-voltage wiring systems are required to be licensed by the State of Georgia Construction Industry licensing board.
- C. Bids and Proposals. Will be submitted at the bidder’s risk prior to a time and date certain, and the homeowner or CHIP Recipient reserves the right to reject any or all bids or proposals.
- D. Subcontractors. Shall be bound by the terms and conditions of this contract, insofar as it applies to their work. This shall not relieve the General Contractor from the full responsibility to the owner for the proper completion of all work to be executed under this contract; and he shall not be released from this responsibility by any sub-contractual agreement he may make with others.
- E. Fitting and Coordination of the Work. The contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or material men engaged upon this and measurements which they may require for the fitting of their work to all surrounding work.
- F. Trade Names. Are used in the Basic General Specifications to establish quality and type of materials required. Exact materials to be used on a specific property may be described in the Work Write-up for the particular property.
- G. Adjacent Property. When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the owner thereof of such hazards.

H. Repairs. Shall be made to all surfaces damaged by the contractor resulting from his work under this contract at no additional cost to the Developer. Where "repair of existing" work is called for by the contract, the feature is to be placed in "equal to new condition" either by patching or replacement. All damaged, loose or rotted parts shall be removed and replaced and the finished work shall match adjacent work in design and dimension.

I. Payments.

1. In the event that satisfactory progress is being maintained, as determined by the State Recipient, the Developer agrees to approve the contractor's requisition for progress payment(s) as specified in an amount not to exceed \$25,000. This progress payment(s) will be based on the work and materials, fixtures and equipment satisfactorily placed at the time of the requisition and shall not exceed 90% of the amount due for the work satisfactorily completed with deductions for the amounts of previous progress payments. The remainder due to contractor shall be withheld pending satisfactory completion of all work covered in this contract.
2. After Recipient's inspection, the contractor shall submit to the Developer for approval, his requisition for payment. When the required Affidavits and Release of Claims (warranties and the release of liens) have been executed by the contractor, subcontractors, and material suppliers, the payment will be made which will include any amounts due under the contract as adjusted in accordance with approved contract amendments and subject to the payment of any amounts due the owner for liquidated damages as may be necessary to protect the owner against any claim arising from the contractor's operation under the contract.
3. No payment made under the contract shall act as a waiver of the right of the owner to require the fulfillment of all the terms of the contract.
4. The contractor will be paid the contract price in one lump sum, less a 10% retainage, after the work is satisfactorily completed on all contracts of **\$10,000.00** or less.
5. When progress payments are applicable, the contract will include a payment schedule that specifies the stages at which payments will be made and the percentage (or amount) of the contract price that will be paid for the satisfactory completion of each stage.
6. There is no limit to the number of draws allowed for each project. However, the minimum draw amount request that DCA will process is \$10,000 and the maximum is \$25,000 regardless of the contract amount. All final payments will be contingent on the approval of the final inspection made by the Recipient and the Developer. DCA will withhold a 10% retainage from each payment until 30 days following satisfactory completion of the project.

IMPORTANT: All progress payments are contingent upon the contractor maintaining satisfactory progress in the prescribed work. This will be determined by the Recipient.

J. General Guarantee and Warranty. The general contractor warrants that all materials, fixtures and equipment furnished by him and his subcontractors shall be new, of good quality and of good title and that the work will be done in a neat and workmanlike manner. Neither the final payment nor any provision in the contract nor partial or entire use of occupancy of the premises by the owner

shall constitute an acceptance of work not done in accordance with the contract or relieve the contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therein which may appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Recipient or Developer will give notice of observed defects with reasonable promptness.

K. Changes in the Work.

1. The Developer, with the Recipient's concurrence, may make changes in the work required to be performed by the contractor by making additions thereto, or deleting work from or by changing materials, fixtures or equipment from those specified without invalidating the contract and without relieving or releasing the contractor from any of his obligations under the contract. All such work will be in writing and executed under the terms of the original contract unless it is expressly provided otherwise.
2. Except for the purpose of affording protection against any emergency endangering life or property, the contractor shall make no change in the work or rehabilitation, provide any extra or additional work or supply additional labor, services or materials beyond that actually required from the execution of the contract unless in pursuance of a written order from the owner authorizing the change. No claim for an adjustment of the contract price will be valid unless so ordered.
3. Each "change order" shall include in its final form a detailed description of change of work, the contractor's definite statement as to the work, the contractor's definite statement as to the resulting change in the contract price and/or time and the statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the amendment.
4. Any request for a Change order", either by the owner or contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time must be approved by the Recipient before the change takes effect.

L. Excusable Delay. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense or any other national emergency.
2. Any acts of the Developer that will hinder the progress of the work as determined by the Recipient.
3. Causes not reasonably foreseeable by the parties to the contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the contractor; including but not limited to acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the owner, fire, floods, epidemics,

quarantine restriction, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

4. Any delay of the subcontractor occasioned by any of the cause specified in the above subparagraphs (1) through (3). Provided, however that the contractor promptly (within 10 days) notifies the Developer and Recipient in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, as determined by the Recipient, the Developer shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole, in the form of an amendment to the contract.

M. Permits and Codes. The contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the local government including the obtaining of and payment for all required permits, provided, however, that the contractor shall not be held responsible for pre-existing violations of any law including but not restricted to zoning or building codes or regulations except compliance for any new or replaced work included in this contract will be required. Before beginning the work, the contractor shall examine the "Work Write-up" or new construction plans for compliance with the applicable ordinances and codes for the new or replaced work and shall immediately report any discrepancy to the Recipient and the Developer. Where the requirements of the "Work Write-Up" fail to comply with such applicable ordinances or codes for the new or replaced work, the Developer will adjust the contract by amendment to conform to such ordinances or codes and make appropriate adjustment in the contract price unless waivers in writing covering the difference have been granted by proper authority.

N. Insurance.

1. The Contractor shall provide for Workman's Compensation Insurance for all his employees and shall be responsible for compliance of his subcontractors engaged in work at the site in accordance with State or Territorial Workman's Compensation Laws, if applicable.
2. The contractor shall provide for Manufacturer's and Contractor's Public Liability Insurance with minimum limits of \$500,000 on each accident (\$100,000 on each person) to protect the Contractor and his subcontractors against claims for injury to or death of one or more persons because of accidents which may occur or result from operations under this contract. Such insurance shall cover the use of all equipment including, but not limited to, excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers and motor vehicles in the construction of the rehabilitation embraced in this contract.
3. The Contractor shall provide for, during the life of the contract, property damage insurance in the amount not less than \$50,000 to protect him and his subcontractors from claims for property damage which might arise from operations under this contract.
4. Prior to the execution of the contract, the contractor shall submit evidence of the coverage required above by an insurance certificate or its equivalent.

O. Inspection of Work. HUD, DCA, and the Recipient shall have the right to examine and inspect rehabilitation and new construction work included in this contract. The work shall be subject to the inspector's approval and acceptance. The contractor will be informed of rejected work in

writing. Also, these representatives shall be permitted to examine and inspect all subcontracts, materials, equipment, payrolls and conditions of employment pertaining to the work including all relevant data and records.

- P. Surplus Material. All surplus materials delivered to the job site and all material, fixtures and equipment replaced become the property and responsibility of the contractor and/or its subcontractors and shall be removed from the job site promptly after completion as well as all rubbish and debris resulting from the contractor's operations. The premises shall be left in clean condition.

Q. Interest of Certain Federal and Other Officials.

1. No member of the Delegate to the Congress or the United States and no Resident Commissioner shall be admitted to any share or part of the contract or to any benefit to arise from same.
2. No member of the governing body of the Recipient or Developer, who exercise any functions or responsibilities in connection with the administration of the CHIP Program to which this contract pertains and no other officer or employee of the Recipient or Developer who exercises any such functions or responsibilities shall have any interest, direct or indirect, in this contract which is incompatible or in conflict with the discharge or fulfillment of these functions and responsibilities in connection with the carrying out of the program to which this contract pertains.
3. No member of the governing body of the Recipient or Developer and no other public official who exercises any functions or responsibilities in connection with the administration of the CHIP Program shall have any interest, direct or indirect, in this contract.

- R. DCA's Section 3 Policy. DCA published its revised Section 3 Policy for Recipients (i.e., grantees) and contractors/subcontractors on November 1, 2013. Section 3 of the U. S. Housing and Urban Development (HUD) Act of 1968 and the Housing and Community Development Act of 1992, requires that economic opportunities generated by federal Housing and Community Development programs shall, to the greatest extent feasible, be given to low- and very low-income persons, and to businesses that provide economic opportunities for these persons.

- S. Equal Employment Opportunity. If the contract amount is \$10,000 or more, the following conditions shall apply during the performance of this contract:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated, during employment, without regard to their race, creed, color or national origin. Such action shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided advising the labor union or workers representative of the contractor's commitments under Section 202 Executive Order 11246 of September 24, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 4. The contractor will furnish all information and reports by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records and accounts by the Secretary of Housing and Urban Development, or his designee, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 5. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the contractor may be declared ineligible for further government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 or by rule or regulation by order of the Secretary of Labor or as otherwise provided by law.
 6. The contractor will include the provisions of the above subparagraphs (1) through (5) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 202 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the property owner, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- T. Certification of Non-segregated Facilities. The building contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidding contractor certifies further that he will not maintain or provide for his employees any segregated facilities any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidding contractor agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, restaurants, any other eating areas, time clocks, etc. The bidding contractor agrees that, except where he has obtained identical certification from proposed subcontractors for specific time periods he will obtain identical certifications from

proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and the bidding contractor will retain such certification in his file.

- U. Clean Up. The contractor is required to keep the premises clean and orderly during the course of the work and to remove all debris at the completion of the work. Clean up and removal of all debris and materials resulting from his work shall be the responsibility of the contractor who will, upon completion of his work, leave the premises in clean condition. Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.
- V. Statewide Uniform Construction Codes Act. The General Contractor and his subcontractors are legally obligated to comply with all applicable state and local codes.
- W. Uniform Physical Condition Standards (UPCS) CHIP funded properties must meet certain property standards. At minimum, all units must meet HUD's Uniform Physical Condition Standards (UPCS). The UPCS are uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR §5.703. These standards became effective on January 24, 2015 for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirement at 24 CFR §92.251.

In addition, the HOME regulation also requires that all housing that is rehabilitated or financed with HOME funds must meet all applicable local codes (including state codes), rehabilitation standards, ordinances, and zoning ordinances at the time of project completion.

X. Mandatory Residential Construction Codes

The State of Georgia has mandatory residential construction codes that are applicable to CHIP and that must be adhered to regardless of whether or not the local government enforces the codes. There are no exceptions to meeting these requirements for construction of CHIP assisted homes.

These mandatory codes are as follows (the latest edition as adopted and amended by DCA):
Georgia State Minimum Standard Building Code (International Building Code)
Georgia State Minimum Standard One- and Two Family Dwelling Code (International Residential Code for One- and Two-Family Dwellings)
Georgia State Minimum Standard Fire Code (International Fire Code)
Georgia State Minimum Standard Plumbing Code (International Plumbing Code)
Georgia State Minimum Standard Mechanical Code (International Mechanical Code)
Georgia State Minimum Standard Gas Code (International Fuel Gas Code)

Georgia State Minimum Standard Electrical Code (National Electrical Code)
Georgia State Minimum Standard Energy Code (International Energy Conservation Code)
The permissive codes are as follows (the latest edition as adopted and amended by DCA):
Residential Green Building Standard

International Swimming Pool and Spa Code

As noted above, the building, one and two family dwelling, fire, plumbing, mechanical, gas, electrical and energy codes are mandatory codes, meaning that under Georgia law, any structure built in Georgia must comply with these codes whether or not the local government chooses to locally enforce these codes.

Administration and Enforcement of the State Minimum Standard Codes

In order to properly administer and enforce the state minimum standard codes, local governments must adopt reasonable administrative provisions. The power to adopt these administrative procedures is set forth in O.C.G.A. §8-2-26(a)(1). These provisions should include procedural requirements for the enforcement of the codes, provisions for hearings, provisions for appeals from decisions of local inspectors, and any other procedures necessary for the proper local administration and enforcement of the state minimum standard codes.

These powers include:

- Inspecting buildings and other structures to ensure compliance with the code;
- Employing inspectors and other personnel necessary for the proper enforcement of codes;
- Requiring permits and to establishment charges for said permits; and
- Contracting with other local governments for code enforcement.

DCA periodically reviews, amends and/or updates the state minimum standard codes. If a local government chooses to locally enforce any of these codes, it must enforce the latest editions and the amendments adopted by DCA.

DCA has developed a sample resolution/ordinance that may be used as a guide for local governments in the development of their administrative procedures. Please contact DCA for a copy of this sample resolution/ordinance and for any technical assistance needed in the development of a local code enforcement program.

Appendices

It should be noted that The Uniform Codes Act states that the appendices of the codes are not enforceable unless referenced in the body of the code, adopted by DCA, or specifically adopted by a municipality or county. If any appendices have been adopted by DCA, they will be noted in the Georgia amendments to the base code.

Georgia Amendments to all of the codes listed can be found at:

<http://www.dca.state.ga.us/development/constructioncodes/programs/codes2.asp>

Please contact the Construction Codes and Industrialized Buildings Section for more information concerning these amendments.

GENERAL REQUIREMENTS

State Certification

All contractors or subcontractors engaged in the practice of electrical contracting, plumbing contracting, low-voltage contracting, heating and cooling contracting or the installation, alteration and/or repair of plumbing, HVAC, electrical or low-voltage wiring systems are required to be licensed by the State of Georgia Construction Industry licensing board.

Construction Definitions

"Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.

Verify Quantities/Measurements

All quantities stated in the attached specifications for this address using units of measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the units of measure Each (EA), Room (RM) or Dwelling Unit (DU) is as stated. Discrepancies in quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in quantities shall not be honored if submitted after the bid submission.

Electrical Permit Required

Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.

Plumbing Permit Required

Prior to the start of work, the contractor shall create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.

HVAC Permit Required

Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.

Contractor Pre-Bid Site Visit

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

New Materials Required

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

Final Clean

Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.

One Year General Warranty

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting there from, which appear within one year from final payment. Further, contractor shall furnish Developer with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.



CHIP Written Rehabilitation Standards

CONTRACTORS QUALIFICATIONS

Only those contractors who have submitted a complete application to the State Recipient or Subrecipient and have received approval from the State Recipient or Subrecipient shall be eligible to perform rehabilitation work under this program. Prior to issuing a notice to proceed to any contractor, the State Recipient or Subrecipient will confirm that the contractor is not on the current HUD debarment list by checking the Excluded Parties List at: <https://www.epls.gov/>

Eligible Contractor Requirements

All Contractors will have to provide:

- State Certified License
- Certificate of Insurance
- Model Accredited Renovator Certification
- Pass the State Clearance Process

In addition to the aforementioned; Lead Contractors have to Provide:

- Lead Certification
- Lead Abatement Certification

The homeowner will choose from the list of qualified contractors and invite them to bid on the property. Criteria for selecting a contractor can include, but is not limited to:

- a) Quality of workmanship and response time on warranty work based on three references;
- b) Paying of material dealers and suppliers in a timely fashion based on references;
- c) Paying of sub-contractors in a timely fashion based on references;
- d) Adequate and valid insurance; etc.

The approved contractors will schedule an appointment with the homeowner to inspect the property and complete the bid package. All bids must be submitted in a sealed envelope with the address of the property to be rehabilitated clearly marked on it by the deadline noted in the bid package.

The Housing Specialist and homeowner will agree on a time to open the bids to identify the lowest bidder. A Bid Control Sheet will be used to document bids submitted, and will include signatures documenting all who attended. This sheet will be placed in the homeowner's file.

The Housing Specialist will review all bids for responsiveness, accuracy, and reasonableness; record findings on Bid Control Sheet; and prepare a Bid Summary. The Bid Summary will compare each bid to the cost estimate. Bids will be considered reasonable if they are within fifteen (15%) of the cost estimate. If the bids are not within 15% of the estimate, the Housing Specialist will

determine if the discrepancy is justified based on a careful review of the cost of individual work items.

The next step is to search the Excluded Parties List System (EPLS) to ensure the contractor has not been debarred from performing work in the state of Georgia. Upon clearance, the homeowner will select the contractor for the proposed work. The bid selected should reflect the lowest responsible bid complying with all program requirements, provided such bid is reasonable and in the best interest of the homeowner. A bid award will be provided to the selected contractor.

Contractor and Homeowner Negotiations

The negotiation method may be chosen in instances where multiple contractors cannot be attracted to form a contractor pool or when a homeowner requests using a contractor of their choosing.

All contractors must meet the contractor eligibility requirements and all bids must be determined reasonable based on criteria identified above. If the bid does not meet the requirement, the Housing Specialist may negotiate a price in order to get the bid within qualifying range. If the negotiations are not successful, the job should be re-bid or the owner may pay the difference between the contractor's price and the price of the cost estimate.

Similarly, should the owner choose to use a contractor that is not determined to be the most advantageous to the program by the Housing Specialist because of a high bid, the owner may pay the difference to the contractor of their choosing.

The homeowner and Housing Specialist may reserve the right to reject any and all bids or any portion thereof and waive any and all irregularities per these Policies and Procedures.

INELIGIBLE CONTRACTOR REQUIREMENTS

The local government, State Recipient or Non-Profit Subrecipient or the Housing Specialist shall remove any contractor from the approved contractors list for one or more of the following reasons:

1. Continuous performance of unsatisfactory (poor quality) work, as deemed by the City or project Housing Specialist.
2. Failure to maintain REQUIRED insurance.
3. Failure to pay sub-contractors and/or material dealers.
4. Failure to respond to grievances from homeowners.
5. Failure to respond to warranty work in a timely fashion.
6. Failure to maintain current license and/or registration.
7. Insolvency, bankruptcy, or other conduct or condition which has resulted in a monetary loss to a homeowner in connection with any contract funded through a state or federal program.
8. Failure to complete contract work or abandonment of a job.
9. Withdrawal of bid without justification.
10. Conviction of a crime in connection with any contract work, or connection with payment, or receipt of funds from ANY state or federally funded program.

All applicable state and federal regulations, equal opportunity provisions (including Section 3), conflicts of interest, etc. are incorporated into all construction contracts for housing rehabilitation to ensure that all housing goals and objectives are met.

Applicants and Contractors Terms and Conditions

The contractor and homeowner will agree on the commencement date and the contractor will be given 45 calendar days from that agreed upon date to complete the project. In the event of inclement weather or other conditions beyond the contractor's control, he/she will be given extra days equal to the actual time lost. If there are change orders or amendments to the original contract, the contractor will be given additional time to accomplish the changes. This additional time and cost will be agreed upon by the contractor, homeowner and the Housing Specialist. If the contractor fails to complete the project within the allotted time, he will be penalized for the agreed upon amount as per the contract for each calendar day he exceeds the agreed upon completion date.

A contractor will be paid the contract price in one lump sum, less ten percent (10%) retainage after the work is satisfactorily completed on all contracts of \$5,000 or less. This payment will be contingent on approval of the final inspection made by the Housing Specialist and the satisfaction of the homeowner.

On all contracts over \$10,000 but not exceeding \$15,000, the contractor may request one (1) partial payment after a minimum of fifty percent (50%) of the total contract work per the partial payment schedule is satisfactorily completed. A ten percent (10%) retainage will be withheld until 30 days following satisfactory completion of the project.

On all contracts over \$15,000, two (2) partial payments may be requested by the contractor. The first partial payment will be given after completing fifty percent (50%) of the total contract work per the partial payment schedule is satisfactorily completed; and a second payment will be given after completing seventy percent (70%) of the total contract work per the partial schedule is satisfactorily completed. A 10% retainage will be held from each payment until 30 days following satisfactory completion of the project.

The owner of the property must sign an Owner's Satisfaction Statement certifying that they are satisfied with the rehabilitation work each time a request for payment is submitted by the contractor and prior to any payment being issued to the contractor. In addition to the signed satisfaction statement by the owner for a partial for full payment to the contractor, the releases of liens must be obtained from the general contractor and all sub-contractors prior to releasing any payments.

No payment made under the contract shall act as a waiver for the right of the owner to require the fulfillment of all terms of the contract.

Change Orders

Should unforeseen conditions arise that could not be detected in the original scope of work, a change order must be completed per the process below. Unforeseen conditions might include a collapsed wall, rotted wood that was undetected, unavailability of materials due to matters beyond reasonable control, or unforeseen terminate damage. While it is sometimes impossible to detect every hidden code or property standard violation at the inspection completed prior to construction, simply failing to include an otherwise noticeable work item on the original bid is not

generally allowed to be addressed after construction begins. Additionally, contractor error in estimating the project or doing the work is not typically allowed in a change order if the result is an increase in the cost of the job. If a need for a change order should arise and additional time is needed, the contractor will be given additional time to accomplish the changes. This additional time and cost will be agreed and approved by the signatures of the contractor, homeowner and the Housing Specialist.

The Housing Specialist shall prepare an itemized list of work to be performed or modification on a Change Order form describing in detail, as in the work write-up. Justification for added or deleted items will need to be described in detail. The contractor will price each item as requested on the Change Order form and return it to the Housing Specialist. The Housing Specialist will then determine if the figures are justified by comparison to the Local Cost Index and if so, discuss the changes with the homeowner for final approval. When approved by the homeowner, the Change Order form will be executed by the homeowner, contractor and Housing Specialist, and will become a part of the contract.

If the original budget as stated in the grant application will be exceeded, an Exceed Maximum letter of request must be prepared by the Housing Specialist and submitted to DCA for approval.

Appeals and Disputes

The State Recipient or Subrecipient will administrate the following appeal procedure to settle any disputes that may arise between the homeowner and the contractor. Per this policy, all persons submitting an application for assistance and receiving CHIP assistance within the project activity location has the right to appeal any and all decisions for assistance and any types of assistance they may be eligible for.

If an Arbitration board/committee has been appointed by the county/city, a mandatory arbitration using the Construction Industry Rules of the America Arbitration Association must be held; if an Arbitration board/committee does not exist, grievances between the property owners and the contractor must be filed in writing to the Local Official/Authorized Official within five (5) business days of the incident. The Local Official/Authorized Official will have ten (10) business days to inform both parties of his/her decision. The decision of the Local Official/Authorized Official shall be final and conclusive.

Project Closeout

The State Recipient or Subrecipient will submit a Project Completion Report to DCA along with the final request for project reimbursement. DCA will provide a notice of project completion. The date of this notice is the beginning date of the affordability period of the loan.

Within thirty (30) days of payment of all CHIP funded costs (with the exception of audit costs and any unsettled third-party claims), the State Recipient or Subrecipient will inform DCA that the CHIP Program is ready for close-out and the date of the next scheduled annual audit review.

The following will be performed by DCA:

1. DCA will conduct a review to ensure that any monitoring findings are resolved, and that any excess grant funds have been refunded. DCA will also verify that the accomplishments projected in the application have been satisfactorily met.

2. After review and final resolution of any findings, DCA will notify the State Recipient or Subrecipient of the grant's conditional close-out pending receipt of an acceptable final audit.

Record Retention

All CHIP program records will be kept for a minimum of five (5) years after the program close-out or five (5) years after the termination of all applicable periods of affordability, written agreements, and loan terms, whichever is longer. All program records will be stored in an acceptable record storage facility during the required retention period.

Records pertaining to any litigation, claim negotiation, or audit, monitoring, inspection, or other action, which may have started before the expiration of the required record retention period, will be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

Section 3 Outreach Plan and Policy Compliance

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons.

The State Recipient and Subrecipient will develop procedures that are consistent with all applicable regulations and the approved Section 3 Plan in order to meet the requirements of Section 3 and Federal Procurement laws.

Minimum Requirements

The Scope of the Work shall include all labor, materials, equipment, permits, drawings and services necessary for the proper completion of the rehabilitation of the property as identified in the "Work Write-Up" and all such work called for shall be done in accordance with the Basic General Specifications as outlined in the Policy and Procedures of the Community HOME Investment Program.

The homeowner(s) must certify that he/she has participated in the development of the Work Write Up (WWU) with the "Date inspected". Homeowner(s) will accept the work described & initial & date each page of the Work Write Up.

The contractor must certify he/she has carefully reviewed & agrees to perform the work described in the Work Write Up (WWU) with the "Date Inspected". The contractor shall initial & date each page of the WWU.

At a minimum, State Recipients and Subrecipients must include in the contractors agreement:

- A. The Work Write-up. Shall take precedence over the Basic General Specifications and, when in conflict, the material, equipment or workmanship called for in the Work Write-up will be required.

AS DESCRIBED IN THIS SECTION, ALL ITEMS MUST BE LISTED ON THE WORK WRITE-UP. IF REPAIR/REPLACEMENT OF LISTED ITEMS IS NOT NEEDED, REFERENCE EACH SECTION AS N/A – NO CODE VIOLATION. IF HOMEOWNER REQUEST NOT TO INCLUDE CODE ITEMS AS DESCRIBED IN THIS SECTION, THE HOMEOWNER WILL BE INELIGIBLE TO RECEIVE CHIP ASSISTANCE.

- B. State Certification. All contractors or subcontractors engaged in the practice of electrical contracting, plumbing contracting, low-voltage contracting, heating and cooling contracting or the installation, alteration and/or repair of plumbing, HVAC, electrical or low-voltage wiring systems are required to be licensed by the State of Georgia Construction Industry licensing board.
- C. Bids and Proposals. Will be submitted at the bidder's risk prior to a time and date certain, and the homeowner or CHIP Recipient reserves the right to reject any or all bids or proposals.
- D. Subcontractors. Shall be bound by the terms and conditions of this contract, insofar as it applies to their work. This shall not relieve the General Contractor from the full responsibility to the owner for the proper completion of all work to be executed under this contract; and he shall not be released from this responsibility by any sub-contractual agreement he may make with others.
- E. Fitting and Coordination of the Work. The contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or material men engaged upon this and measurements which they may required for the fitting of their work to all surrounding work.
- F. Trade Names. Must be used in the Basic General Specifications to establish quality and type of materials required. Exact materials to be used on a specific property may be described in the Work Write-up for the particular property.
- G. Adjacent Property. When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the owner thereof of such hazards.
- H. Repairs. Shall be made to all surfaces damaged by the contractor resulting from his work under this contract at no additional cost to the owner. Where "repair of existing" work is called for by the contract, the feature is to be placed in "equal to new condition" either by patching or replacement. All damaged, loose or rotted parts shall be removed and replaced and the finished work shall match adjacent work in design and dimension.
- I. Payments.
 - 1. In the event the contract amount is \$15,000.00 or more and satisfactory progress is being maintained, as determined by the State Recipient or Subrecipients, the homeowner

agrees to approve the contractor's requisition for progress payment(s) as specified. This progress payment(s) will be based on the work and materials, fixtures and equipment satisfactorily placed at the time of the requisition and shall not exceed eighty percent (80%) of the amount due for the work satisfactorily completed with deductions for the amounts of previous progress payments. The remainder due to contractor shall be withheld pending satisfactory completion of all work covered in this contract.

2. After Recipient's/Administrator's inspection, the contractor shall submit to the owner, for approval, his requisition for payment. When the required Affidavits and Release of Claims (warranties and the release of liens) have been executed by the contractor, subcontractors, and material suppliers, a payment will be made that will include any amounts due under the contract as adjusted in accordance with approved contract amendments and subject to the payment of any amounts due the owner for liquidated damages as may be necessary to protect the owner against any claim arising from the contractor's operation under the contract.
3. No payment made under the contract shall act as a waiver of the right of the owner to require the fulfillment of all the terms of the contract.
4. The contractor will be paid the contract price in one lump sum, less a 10% retainage, after the work is satisfactorily completed on all contracts of \$5,000.00 or less.
5. When progress payments are applicable, the contract will include a payment schedule that specifies the stages at which payments will be made and the percentage (or amount) of the contract price that will be paid for the satisfactory completion of each stage:
 - i. Contracts over \$5,000 but not exceeding \$15,000: one (1) partial payment may be requested by the contractor after a minimum of fifty percent of the total contract work per the partial payment schedule is satisfactorily completed. A 10% retainage will be withheld until 30 days following satisfactory completion of the project.
 - ii. Contracts over \$15,000: two (2) partial payments may be requested by the contractor, 1) First Partial Payment – after a minimum of forty percent (40%) of the total contract work per the partial payment schedule is satisfactorily completed; and 2) eighty percent (80%) of the total contract work per the partial payment schedule is satisfactorily completed. A 10% retainage will be withheld from each payment until 30 days following satisfactory completion of the project.

IMPORTANT: All progress payments are contingent upon the contractor maintaining satisfactory progress in the prescribed work. This will be determined by the State Recipient or Subrecipient.

- J. General Guarantee and Warranty. The general contractor warrants that all materials, fixtures and equipment furnished by him and his subcontractors shall be new, of good quality, of good title, and that the work will be done in a neat and workmanlike manner. Neither the final payment nor any provision in the contract nor partial or entire use of occupancy of the

premises by the owner shall constitute an acceptance of work not done in accordance with the contract or relieve the contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therein which may appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The homeowner or Recipient/Administrator will give notice of observed defects with reasonable promptness.

K. Changes in the Work

1. Change Order defined. The owner with Recipient's/Administrator's concurrence may make changes in the work required to be performed by the contractor by making additions thereto, or deleting work from; or by changing materials, fixtures or equipment from those specified without invalidating the contract and without relieving or releasing the contractor from any of his obligations under the contract. All such work will be in writing and executed under the terms of the original contract unless it is expressly provided otherwise.
2. Except for the purpose of affording protection against any emergency endangering life or property, the contractor shall make no change in the work or rehabilitation, provide any extra or additional work or supply additional labor, services or materials beyond that actually required from the execution of the contract unless in pursuance of a written order from the owner authorizing the change. No claim for an adjustment of the contract price will be valid unless so ordered.
3. Each "Change Order" shall include in its final form a detailed description of change of work, the contractor's definite statement as to the work, the contractor's definite statement as to the resulting change in the contract price and/or time and the statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the amendment.
4. Any request for a Change Order", either by the owner or contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time, must be approved by the State Recipient or Subrecipient before the change takes effect. Unless otherwise specified, any change order resulting in an increase in the work to be done and a resulting increase in cost shall be the responsibility of the owner.

L. Excusable Delay. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the government including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense or any other national emergency.
2. Any acts of the owner that will hinder the progress of the work as determined by the State Recipient or Subrecipient.

3. Causes not reasonably foreseeable by the parties to the contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the contractor; including but not limited to acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the owner, fire, floods, epidemics, quarantine restriction, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
4. Any delay of the subcontractor occasioned by any of the cause specified in subparagraphs a, b, and c above; provided, however, that the contractor promptly (within 10 days) notifies the owner and Recipient/Administrator in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, as determined by Recipient/Administrator, the owner shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole, in the form of an amendment to the contract.

M. Permits and Codes. The contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the local government including the obtaining of and payment for all required permits; provided, however, that the contractor shall not be held responsible for pre-existing violations of any law including but not restricted to zoning or building codes or regulations except compliance for any new or replaced work included in this contract will be required. Before beginning the work, the contractor shall examine the "Work Write-up" for compliance with the applicable ordinances and codes for the new or replaced work and shall immediately report any discrepancy to the State Recipient or Subrecipient and the owner. Where the requirements of the "Work Write-Up" fail to comply with such applicable ordinances or codes for the new or replaced work, the owner will adjust the contract by amendment to conform to such ordinances or codes and make appropriate adjustment in the contract price unless waivers in writing covering the difference have been granted by proper authority.

N. Insurance.

1. The Contractor shall provide for Workman's Compensation Insurance for all his employees and shall be responsible for compliance of his subcontractors engaged in work at the site in accordance with State or Territorial Workman's Compensation Laws, if applicable.
2. The contractor shall provide for Manufacturer's and Contractor's Public Liability Insurance with minimum limits of \$500,000 on each accident (\$100,000 on each person) to protect the Contractor and his subcontractors against claims for injury to or death of one or more persons because of accidents which may occur or result from operations under this contract. Such insurance shall cover the use of all equipment including, but not limited to, excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers and motor vehicles in the construction of the rehabilitation embraced in this contract.

3. The Contractor shall provide for, during the life of the contract, property damage insurance in the amount not less than \$50,000 to protect him and his subcontractors from claims for property damage which might arise from operations under this contract.
 4. Prior to the execution of the contract, the contractor shall submit evidence of the coverage required above by an insurance certificate or its equivalent.
- O. Inspection of Work. HUD, DCA, and the State Recipient or Subrecipient shall have the right to examine and inspect rehabilitation work included in this contract. The work shall be subject to the inspector's approval and acceptance. The contractor will be informed of rejected work in writing. Also, these representatives shall be permitted to examine and inspect all subcontracts, materials, equipment, payrolls and conditions of employment pertaining to the work including all relevant data and records.
- P. Surplus Material. All surplus materials delivered to the job site and all material, fixtures and equipment replaced become the property and responsibility of the contractor and/or its subcontractors and shall be removed from the job site promptly after completion as well as all rubbish and debris resulting from the contractor's operations. The premises shall be left in clean condition.
- Q. Interest of Certain Federal and Other Officials.
1. No member of the Delegate to the Congress or the United States and no Resident Commissioner shall be admitted to any share or part of the contract or to any benefit to arise from same.
 2. No member of the governing body of the State Recipient or Subrecipient, who exercise any functions or responsibilities in connection with the administration of the Housing Rehabilitation Program to which this contract pertains and no other officer or employee of the State Recipient or Subrecipient who exercises any such functions or responsibilities shall have any interest, direct or indirect, in this contract which is incompatible or in conflict with the discharge or fulfillment of these functions and responsibilities in connection with the carrying out of the program to which this contract pertains.
 3. No member of the governing body of the State Recipient or Subrecipient and no other public official who exercises any functions or responsibilities in connection with the administration of the Housing Rehabilitation Program shall have any interest, direct or indirect, in this contract.
- R. DCA's Section 3 Policy. DCA published its revised Section 3 Policy for State Recipients and Subrecipients (i.e., grantees) and contractors/subcontractors on November 1, 2013. Section 3 of the U. S. Housing and Urban Development (HUD) Act of 1968 and the Housing and Community Development Act of 1992, requires that economic opportunities generated by federal Housing and Community Development programs shall, to the greatest extent feasible,

be given to low- and very low-income persons, and to businesses that provide economic opportunities for these persons.

S. Equal Employment Opportunity. If the contract amount is \$10,000 or more, the following conditions shall apply during the performance of this contract:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated, during employment, without regard to their race, creed, color or national origin. Such action shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided advising the labor union or workers representative of the contractor's commitments under Section 202 Executive Order 11246 of September 24, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
4. The contractor will furnish all information and reports by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records and accounts by the Secretary of Housing and Urban Development, or his designee, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 or by rule or regulation by order of the Secretary of Labor or as otherwise provided by law.

6. The contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 202 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for non compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the property owner, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- T. Certification of Non-segregated Facilities. The building contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidding contractor certifies further that he will not maintain or provide for his employees any segregated facilities any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidding contractor agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the terms **segregated facilities** means: any waiting rooms, work areas, restrooms, restaurants, any other eating areas, time clocks, etc. The bidding contractor agrees that, except where he has obtained identical certification from proposed subcontractors for specific time periods he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and the he will retain such certification in his file.
- U. Clean Up. The contractor is required to keep the premises clean and orderly during the course of the work and to remove all debris at the completion of the work. Clean up and removal of all debris and materials resulting from his work shall be the responsibility of the contractor who will, upon completion of his work, leave the premises in clean condition. Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.
- V. Statewide Uniform Construction Codes Act. The General Contractor and his subcontractors are legally obligated to comply with all applicable state and local codes.

REHABILITATION STANDARDS AND SPECIFICATIONS

Written Rehabilitation Standards establish the standards for the actual rehabilitation work that will bring substandard housing into compliance with the property standard and code(s). The Written Rehabilitation Standards prescribe the method and materials to be used in the rehabilitation of the property. The Written Rehabilitation Standards are sometimes referred to as “specs” or “specifications” and include details such as the grade of lumber to be used, the

number of nails per square foot, the type of material that can or cannot be used for doors serving as fire exits, the distribution pattern and material of roofing tiles, etc.

The Written Rehabilitation Standards provide a common basis for contractor bids. This commonality is particularly important because by ensuring that all contractors are bidding on work using identical methods and materials, the State Recipient or Subrecipient can make an accurate determination of the cost reasonableness of bids. By holding all contractors to a single rehabilitation standard, consistent and high quality rehabilitation is assured.

Applicants must adhere to the methods and materials set forth in these Written Rehabilitation Standards as set forth in the Policy and Procedures, CHIP Manuals, and the HOME Final Rule, and as adopted by the State Recipient or Subrecipient.

GENERAL REQUIREMENTS

State Certification

All contractors or subcontractors engaged in the practice of electrical contracting, plumbing contracting, low-voltage contracting, heating and cooling contracting or the installation, alteration and/or repair of plumbing, HVAC, electrical or low-voltage wiring systems are required to be licensed by the State of Georgia Construction Industry licensing board.

CONSTRUCTION DEFINITIONS

- **Install** means: to purchase, set up, test and warrant a new component.
- **Replace** means: to remove and dispose of original material, purchase new material, deliver, install, test and warrant.
- **Repair** means: to return a building component to like new condition through replacement, adjustment and recoating of parts.
- **Reinstall** means: to remove, clean, store and install a component.

VERIFY QUANTITIES/MEASUREMENTS

All quantities stated in the attached specifications for this address using units of measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the units of measure Each (EA), Room (RM) or Dwelling Unit (DU) is as stated. Discrepancies in quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in quantities shall not be honored if submitted after the bid submission.

ELECTRICAL PERMIT REQUIRED

Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.

PLUMBING PERMIT REQUIRED

Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.

HVAC PERMIT REQUIRED

Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.

CONTRACTOR PRE-BID SITE VISIT

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

WORK TIMES

Contractors and their sub-contractors shall schedule working hours between 8:00 am and 6:00 pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

NEW MATERIALS REQUIRED

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

FINAL CLEAN

Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.

1 YEAR GENERAL WARRANTY

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting there from, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

SITE WORK

FENCE, CHAIN-LINK 4' HIGH

Dispose of any existing fence. Install a 4' high, galvanized, chain-link fence using 11-gauge wire, 1-5/8" line posts and 2" corner posts on 10' centers, with a 1-3/8" top rail. Gate posts shall be 2-1/2". Set posts at least 36" deep in a 9" diameter concrete sleeve. Installation of sections shall be in a straight line unless otherwise stated.

GATE, CHAIN-LINK 4' HIGH

Hang a 4' high, 42-inch wide, 11-gauge galvanized gate with a 1 3/8" frame, two off-set type hinges and latch.

FENCE, STOCKADE 6' HIGH

Dispose of any existing fence. Install a 6" high wood stockade fence. Use all preservative treated lumber, 4"x4" ground contact rated posts set at least 36" deep in 9" diameter concrete sleeves 8' on center. 2"x4" top and bottom rails, 1"x3" split rail fence boards. Installation of sections shall be in a straight line unless otherwise stated.

SOD

Finish grade and lay 1" deep sod on prepared ground. Rototill, rake out debris and fertilize with 10-10-10 roll and water to saturation.

TREE, PLANT

Contact "One Call" prior to locating the tree to identify the location of underground utilities. Do not plant the tree close to underground or overhead utilities. Locate the tree at least 20 feet away from

any building. Mark out a planting area four times wider than the root ball diameter. Loosen this area to an 8-inch depth. In the center of the planting area, dig a hole at least twice as wide as the root ball and no deeper than the depth of the soil in the root ball. The bottom of the ball should rest on solid, undisturbed soil. When finished the soil at the base of the tree must be at the same level on the tree as it was in the container. Plant a 1-1/2 inch caliper Live oak (requires significant room to grow), Bald cypress (suitable for wet sites), crape myrtle, winged elm, magnolia, red oak (avoid in high clay content soils), or American holly including staking and a 3" mulch except at the trunk where the soil must be exposed a minimum of four inches.

GROUND COVER, PACHYSANDRA

Plant pachysandra ground cover in prepared bed, 12" on center in all directions.

REMOVE TREE AND GRIND STUMP

Cut and remove tree to legal dump. Grind stump to 12" below grade. Install top soil and reseed all disturbed areas.

LANDSCAPING ALLOWANCE

The following allowance is provided to the contractor as a limit to the level of work required to the specified landscaping work.

DEMOLITION & DISPOSAL

DEMO OUTBUILDING

Disconnect and cap off all electrical and plumbing services. Demolish outbuilding to 12" below grade and dispose of debris in code legal dump. Rake yard clean including nails and glass. The contractor shall protect and secure from damage all other structures, sidewalks, paved areas, shrubbery, and lawn areas.

DEMO PORCH

Demolish entire porch including roof, columns/posts, deck, railing/walls, substructure, lattice and steps and dispose of in code legal dump. Rake yard clean. Patch trim and siding matching as closely as possible in like kind.

HAUL DEBRIS TO LANDFILL

Remove, temporarily store on site, and legally dispose of all debris resulting from construction activities. Interior shall be vacuumed clean, yard raked and free of glass, nails and lead suspect paint chips.

CONCRETE & PAVING

STEPS, REPAIR CONCRETE

The following allowance is provided to the contractor as a limit to the level of repairs required to the specified concrete step(s).

STEPS AND LANDINGS, CONCRETE

Excavate, level & compact to 85% a well drained subgrade. Reinforce with 6x6 welded wire fabric. Form and pour 4000-psi, 3% air entrained, concrete steps on 12"x12" continuous footing, leading to a 4'x5' landing. Steps shall be uniform and even, 3' wide, 7-3/4" rise and 10" run. Cure with a sprayable membrane. Broom finish across direction of traffic and remove forms.

DEMO CONCRETE

Break up concrete and remove off site to code legal dump.

FOOTING, PIER

Excavate a square, straight sided 4' deep hole below the frost line to solid bearing. Pour a 24" x24"x18" pier footing. Cast a rod to anchor pier.

CONCRETE SLAB, PATCH

Break up deteriorated slab section. Grade and compact soil to 95%. Apply a bonding agent per manufacturer's specs on exposed concrete. Pour a 4", 2200 psi concrete slab to match elevation of surrounding slab. Float and steel trowel finish.

CONCRETE REPAIR, OVERLAY

Remove portions of deteriorating concrete to solid surface or 1/2" minimum depth. Clean, acid wash and thoroughly rinse area. Apply a latex bonding agent per the manufacturer's specs. Resurface with a plastic, patching cement mixture. Finish to match surrounding surface.

MASONRY

FOUNDATON, PARGET

Remove all loose broken and deteriorated material. Parget foundation wall with 3/8" coat of waterproof cement. Match existing finish as closely as possible.

FOUNDATION VENT, SMALL

Install an operable galvanized steel foundation vent protected by heavy gauge steel screening with at least 45-square-inches of free open space.

FOUNDATION VENT, LARGE

Install an operable galvanized steel foundation vent protected by heavy gauge steel screening with at least 100-square-inches of free open space.

FOUNDATION VENT SCREEN, REPLACE

Replace foundation vent screen with heavy duty galvanized steel screening.

BLOCK WALL REPAIR

Remove damaged block and patch wall by toothing replacement block of same dimensions into wall.

GLASS BLOCK

Block opening with 6"x 6"x 4" thick glass block with tooled joints both sides.

MASONRY, CLEAN

Remove stains, graffiti and dirt from masonry wall using high pressure water and chemical mix.

MASONRY, REPOINT

Cut out mortar at least 1/2". Remove all loose material with clear water. Saturate joints with water and repoint in 1/ 2" lifts using portland cement mortar. Reinstall flashing, tool concave joints and clean brick face.

BRICK WALL REPAIR

Remove damaged brick and tooth replacement brick into wall. Match brick and tooling as closely as possible.

CHIMNEY, RE-POINT

Repair chimney above roof area by cutting out mortar at least 1/2", removing all loose material, and re-pointing using portland cement mortar. Saturate joints with water before applying mortar. Match color as closely as possible. Replace all missing and defective materials with matching materials. Clean mortar and other debris from adjoining surfaces and gutter.

CHIMNEY CAP

Replace chimney cap with a 2'x2' precast, concrete cap cemented in place.

MASONRY CHIMNEY, REBUILD

Tear down chimney to below lowest point on roof. Rebuild chimney using new 4" thick solid bricks without cored holes. Color of brick to match existing as close as possible. Chimney to a height required by the Building Code. Install roof flashing, chimney cap and terra cotta flue liner.

METAL WORK

METAL GUARD RAIL, WROUGHT

Design, fabricate, prime, topcoat and install a one-piece steel railing of 2" flat top and bottom rails and 1/4" balustrades 6" on center.

CARPENTRY

FLOOR, TONGUE AND GROOVE

Chisel out damaged flooring, stagger end joints at least 6". Blind nail where possible using tongue and groove wood strip flooring to match original as closely as possible. Apply 3 coats of floor varnish to patched area.

FLOOR, BAMBOO T&G

Prepare floor by renailing deck tightly to joists with screw shank nails, 8" OC. Install prefinished tongue and groove bamboo, with moisture content of 6-8% using a flooring nailer. Apply one coat of polyurethane floor coating. Install finger-jointed ranch baseboard and 3/4" oak shoe molding with finish nails or tee headed brads.

BASEBOARD, RANCH

Install finger jointed 9/16" x 3-1/2" ranch base with finish nails or tee headed brads.

BASEBOARD, 1"x4"

Install 1"x4", #2-grade pine base with finish nails or tee headed brads.

SHOE MOLDING

Install pine shoe molding nailed 2' on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.

RAILING, WOOD REPAIR

Tighten loose balusters and replace broken and missing ones. Tighten top and bottom rails and posts. Match existing parts with replacements as closely as possible.

TREAD REPLACEMENT, INTERIOR

Chisel out damaged tread. Install nailers on each stringer for replacement tread. Install 5/4" pine stepping stock tread with glue and screw shank nails.

HANDRAIL BRACE

Install brass handrail brace screwed directly to stud and handrail.

HANDRAIL, REPLACE INTERIOR

Install 2" round hardwood handrail with braces screwed to studs and handrail.

HANDRAIL WITH BALUSTERS

Install oak handrail and newel post, and pine turned balusters 6" on center.

STAIRCASE, INTERIOR CLOSED

Remove closed staircase and dispose of in code legal dump. Resize opening to accept a 36" wide prefabricated staircase. Double all headers with 2" stock. Install staircase with white pine stepping stock treads, balusters, and railing. Apply 2 coats of clear finish to all exposed wood and trim.

STAIRCASE, REPLACE BASEMENT

Dispose of entire basement staircase and handrail. Construct an open staircase using 2"x12" pine stringers and 5/4" pine stepping stock treads. Install wood handrail, one side, 32" above tread nosing. Stringers to rest on a 2"x12" preservative treated pine sill.

SIDING, CLAPBOARD REPLACE

Remove damaged siding to the joint over nearest stud. Apply matching pine siding to walls with galvanized nails. Break all seams over studs. Prime ready for top coat.

SIDING, CEDAR SHINGLE REPAIR

Remove damaged and deteriorated shingles. Install 18" #1 cedar shingles with an 8" exposure using aluminum or galvanized nails.

SIDING, VINYL

Hang Alside Conquest vinyl clapboard siding including all cornice, corner, door and window trim after replacing all deteriorated exterior building components. Wrap home with Tyvek vapor/infiltration barrier and apply owner's choice of siding color, exposure and texture with 50 year warranty.

TRIM, WRAP WITH VINYL

Replace missing or rotten trim with dimensional pine stock. Wrap all exposed trim with vinyl, including required starter pieces.

SIDING, ALUMINUM REPAIR

Secure aluminum siding and replace missing or damaged siding, matching existing as closely as possible. Use pop rivets, if needed.

STUCCO, PATCH

Remove damaged stucco and wire, attach new wire to patch area and apply scratch, brown and color coats. Feather patch into the surrounding surface. Match existing color as closely as possible.

SIDING, REPAIR CEMENT SHINGLES

Replace all damaged and missing cement shingles with fiberglass-cement shingles with matching edge detail. Use galvanized 6d nails and caulk all seams at openings and trim.

SASH LOCK

Screw a brass plated sash lock on double hung window to tightly draw sash together.

SASH CORDS

Install nylon reinforced cotton sash cords or chain to sash and counterweights.

WINDOW REPAIR

Repair window without replacing sash. Replace broken and cracked glass with double strength glass. Remove loose glazing compound and reglaze. Repair and adjust window to open and close smoothly, with brass plated lifts and locks, and sash chains or nylon reinforced cords. Raise the top sash, secure it in place with exposed finish nails or screws and caulk.

GLASS REPLACE, WOOD SASH

Remove broken pane of glass, glazing and points. Install double strength glass, points and glazing compound ready for paint.

GLASS BLOCK

Install 4" thick glass block in opening, per manufacturer's specs, tool joints, install expansion spacers around perimeter and mortar to existing foundation or framing. Trim exterior and interior to match existing.

TRIM, WINDOW SET, INTERIOR

Trim window including header, stops, casings, stool and apron in 2-1/2" wide finger jointed pine.

WOOD SASH, SINGLE GLAZED

Field measure, order and install a single glazed replacement sash matching existing mullion configuration, including vinyl replacement channels. Prime both sides.

WOOD SASH, DOUBLE GLAZED

Field measure, order and install a double glazed replacement sash that matches the existing million configuration including vinyl replacement channels. Prime both sides.

WINDOW, WOOD DBL HNG/SGL GLZ

Dispose of and replace a wood, double hung, single glazed, one-over- one window and jamb, complete with screen, snap-in mullion, hardware, weatherstripping, interior stool, apron, casing, and outside casing. Prime before installing. Repair all walls disturbed by removal and installation. Paint enamel both sides. Clean glass. In bathroom, use obscure glass.

WINDOW, WOOD DBL HNG/DBL GLZ

Dispose of window unit and install a wood, double hung, double glazed, one-over-one window and jamb complete with screen, snap-in mullion, hardware, weatherstripping, interior stool, apron, casing, and outside casing. Prime before installing. Repair all walls disturbed by removal and installation. Paint acrylic both sides. Clean glass. In bathroom, use obscure glass.

WINDOW, WOOD DBL HNG/DBL GLZ, REPLACEMENT PAC

Replace existing window unit with a wood, exterior aluminum clad, double hung, double glazed, one-over-one replacement window kit complete with 2 sash, insulated and weather stripped vinyl jamb liners, screen, hardware, and weather-stripping. Use Marvin Tilt Pac Kit or Kolbe and Kolbe Classic Replacement Sash Kit. Repair all walls disturbed by removal and installation. Clean glass. In bathroom, use obscure glass.

WINDOW, WOOD BASEMENT UNIT

Dispose of basement window unit. Install a single-lite window, plumb and level, back primed, caulked. Repair masonry as necessary to complete installation. Provide screen and storm insert.

WINDOW, VINYL DOUBLE HUNG/DOUBLE GLAZE

Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.

STORM WINDOW, ALUMINUM

Field measure, fabricate, caulk and install an enameled, white aluminum, double hung, triple track storm window with fiberglass screen. Storm window meeting rails must align with meeting rails on prime window and weep holes must drain.

DOOR, REWORK EXTERIOR

Plane, sand, adjust and/or repair exterior door and jamb to assure weather tight, smoothly operating door and lock set.

DOOR CASING, REPLACE

Dispose of all cracked, split or damaged door casing. Install casing to match existing as closely as possible. Include drip cap.

DOOR, REPLACE ENTRANCE HARDWARE

Replace exterior door mortise lock with a "Weslock Modernizer" or equal. Install double cylinder mortised deadbolt. Locks shall be keyed alike. Provide 2 sets of keys to the owner.

DOOR, EXTERIOR FLUSH, SOLID CORE

Install a 1-5/8" solid core, flush panel, exterior wood door with entrance lock set, and mortised dead bolt keyed alike. Include three 3"x4" butt hinges, vinyl bulb threshold, spring metal weather-stripping, and wide angle peep sight. Prime and topcoat.

DOOR, EXTERIOR PANELED

Install a 1-5/8" 4-panel, exterior wood door with entrance lock set and mortised dead bolt keyed alike. Include three 3"x4" butt hinges, interlocking threshold, spring metal weather-stripping, and wide angle peep sight. Prime and top coat.

DOOR, PRE-HUNG METAL ENTRANCE

Dispose of door and frame. Install a pre-hung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, spring metal weather-stripping, interlocking threshold, one entrance and one mortised deadbolt keyed alike. Prime and top coat.

DOOR, CRAWL SPACE ACCESS

Install a 3/4" CDX plywood access door in a 2"x 4" preservative treated frame. Provide galvanized iron hinges and hasp.

SCREEN DOOR-WOODEN

Replace screen door with wood framed screen door, wood paneled lower half, screen on top half. Include closer and screen door type latch-set. Prime and paint.

STORM DOOR, ALUMINUM

Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.

DOOR, REMOVE

Dispose of interior door. Remove butts. Fill holes in jamb. Sand smooth.

RE-WORK INTERIOR DOOR

Re-hang door. Adjust door and lock set to operate properly. If door rubs carpeting, trim bottom of door to clear carpeting.

PASSAGE LOCK

Install a brass-plated, 2-1/2" back-set door knob set.

LOCKSET, BEDROOM

Install a back-set, brass plated privacy lock set.

LOCKSET, BATHROOM

Install a back-set, privacy lock set with a brass plated exterior knob and a chrome plated interior knob.

DOOR STOP, BASEBOARD MOUNT

Install a baseboard mounted, solid metal door stop.

TRIM, DOOR SET FINGER JOINTED

Trim both sides of interior door, including header, stops, and casings. Use 2-1/2" wide clamshell, finger-jointed pine.

TRIM, DOOR SET 1"x4"

Trim both sides of interior door, including header, stops and casings. Use 1"x4", #2 grade pine or better.

DOOR, FLUSH INT, HOLLOW CORE

Install flush, hollow-core, door on existing jamb. Include privacy lock set and 2 butt hinges.

DOOR, PRE-HUNG PASSAGE

Install a 1-3/8" pre-hung, flush, luaun door and split jamb including casing both sides, 2 butt hinges and a privacy lock set.

DOOR, WOOD BIFOLD

Hang a flush, hollow core, wood bifold door including overhead track, all hardware and casing on one side, plumb and centered within the opening.

ATTIC ACCESS

Cut and frame an attic access hatch of 3/8" plywood at least 74"x24". Trim with casing to match room, prime topcoat, weather-strip with closed cell foam and insulate with 1" closed-cell polystyrene.

DECK JOIST, 2"x 6" PTP

Install 2"x 6" preservative treated pine joist, level, crown up.

DECK, TONGUE-AND-GROOVE

Install 3/4" yellow pine tongue-and-groove decking to existing joists with concealed galvanized nails to match existing material.

POST, 4"x 4"

Support porch roof and remove damaged post. Replace damaged deck with matching 1" pine strip flooring. Install 4"x 4" preservative treated post on a 2"x 8"x 8" PTP plinth block.

PORCH CEILING, 1/4" BC PLYWOOD

Cover porch ceiling with 1/4" BCX plywood. Install cove molding at perimeter and 2" wide batten strips at seams.

PORCH CEILING, T&G

Dispose of damaged ceiling material. Install tongue-and-groove stripping, blind nailed to joists.

PORCH GUARD RAIL REPAIR-WOOD

Replace missing or defective balusters, support posts and railing with same size stock.

WOOD STAIR HANDRAIL, REPLACE EXT

Install preservative treated, code approved, grab-able handrail supported by 4"x 4" treated posts, 4' on center. Rail to be free from cracks, splinters, and rough edges. Set first post in a 12"x 8"x 12" concrete sleeve, bolt remaining posts to stringer with 7" lags.

GUARD RAIL, WOOD

Dispose of any existing railing. Construct a preservative treated pine railing using 2"x 4" top and bottom rails, and 2"x 2" balusters face nailed 6" on center. Create a 3'6" high railing between 4"x 4" end posts.

PORCH LATTICE, REPLACE

Dispose of any existing lattice around porch crawl space. Frame opening with 1"x 4" preservative treated pine with vertical members 24" on center. Install 1/4"x 2" pine lattice on frame.

PORCH, REBUILD

Remove deteriorated porch. Construct 12"x 12" masonry piers, 2"x 10" joists with 1/2" tongue and groove flooring to support child-proof wood railing and 4"x 4" posts for roof. Construct roof structure with 2"x 6" rafters, 1/2" plywood deck, fiberglass shingles, aluminum gutter and downspouts and 1/4" plywood ceiling. Structural lumber and deck shall be preservative treated.

TREAD REPLACEMENT, EXTERIOR

Dispose of damaged tread. Install 1-5/8" preservative treated pine stepping stock with screw shank nails.

STEPS/LANDING, REPLACE EXTERIOR

Dispose of existing steps and landing. Construct a replacement unit with two 2"x 12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 3' wide connecting to a 5'x 6' landing, of 2"x 6"s and 2"x 4" deck. Construct a wood handrail on one side 32" above tread nosing.

TUB SURROUND, PREFAB

Install a white fiberglass or acrylic, 3- or 5-piece, tub surround kit with a built-in soap dish. Caulk all joints with white, mildew resistant silicone caulk. Prepare substrate and attach panels using manufacturer's recommended adhesive and fasteners.

CABINETS, REPAIR

Repair base and hanging cabinets by re-hanging plumb and level and replacing missing hardware, doors and drawers. Securely refasten loose hardware. Clean all surfaces with heavy duty detergent.

TOWEL BAR

Install a 16" chrome-plated steel towel bar, screwed securely to studs.

MEDICINE CABINET, SURF MOUNT

Install a 16"x22" metal, surface mounted medicine cabinet with hinged plate glass mirror and two shelves.

ACCESSORY SET, 6-PIECE CHROME

Install a chrome-plated steel bathroom accessory set consisting of two 24" towel bars, soap dish, tumbler holder, soap and grab, and toilet paper holder. \$55 allowance per set.

HOUSE NUMBER SET

Install 3" high metal or PVC house numbers on a 1"x 4" pine backer-board painted with 2 coats of low-VOC exterior white latex paint.

MAILBOX

Dispose of mailbox and install a steel, black enamel finish, letter-size mail box with magazine rack and lock-eye for padlock.

CLOSET POLE

Field measure and install 1-1/2" diameter wood closet pole and sockets.

CLOSET SHELF

Install 1"x 12" closet shelf of #2 grade pine or B/C plywood, from wall to wall, supported on three sides by hook strip. If more than 4' span, use center support bracket. If plywood, fill all cracks, holes and front edge cuts with putty, and sand smooth.

TUB END WALL

Frame a 2"x 4", 30" wide partition at tub end for full ceiling height. Provide blocking for a showerhead fitting and a 2'x 2' access panel. Hang water resistant drywall, tape and finish with 3 coats of compound. Use metal corner bead around access panel opening. Make stops for access panel and use 4 round-headed screws to install panel of 1/2" BCX plywood with smooth, sanded edges.

CLOSET, BEDROOM

Construct a 28" deep by 4' wide closet in bedroom along wall. Hang, tape and 3 coat finish 1/2" gypsum to both sides of the 2"x 3" framing. Hang a 3'x 6'8" louvered pine bi-fold door including overhead track and hardware. Install a 1"x 12" plywood shelf, 1-3/8" hanger rod and 1"x 4" interior base. Match exterior base to room. Prep and prime ready to paint.

ROOFING & SHEET METAL

4410 RAFTER, SISTER 2"X 8"

Sister a 2"x 8" to damaged rafter using a triangulated nailing pattern and cement coated nails, 8" on center.

RAFTER, 2"X 8" REPLACE

Dispose of existing roofing and defective rafter. Install a 2"x 8" pine rafter, crown up, from ridge board to fascia. Re-nail sheathing with coated sinkers to new rafter.

FRAME ROOF, PITCHED

Frame roof structure to match existing pitch with pre-engineered trusses or rafters sized to local code. Install 3/8" plywood deck with clips 2' on center, nailed 6" on center.

FRAME ROOF, FLAT 2"X 8"

Frame roof structure for flat roof using 2"x8" pine, 16" on center and 1/2" CDX sheathing.

ROOF SHEATHING 1/2"

Install 1/2" CDX plywood sheathing nailed 8" on center using plywood clips.

ROOF, REPAIR AND RE-COAT

Cut out and repair bubbles, reinstall flashing and hot mop roof with 1-1/2 pounds of asphalt per square foot to provide a leak free installation for 3 years.

ROOF, 3-PLY BUILT-UP

Remove gravel and debris. Install a 3-ply built-up fiberglass roof of one coated glass base sheet and two plies of Type IV fiberglass, hot mopped. Install gravel stop, flashing and vent collars with .019 aluminum. Flood coat & embed aggregate. Dispose of all debris from roof and yard. Provide a 10 year warranty.

ROOF, 90 LB. ROLL

Install 90 lb. mineralized fiberglass roll roofing using a 4" minimum overlap, nailed 6" on center with asphalt roofing cement per manufacturer's specs. Replace all flashing with .019 aluminum.

STRIP ROOF TO SHEATHING

Protect the building and plant material from damage by removal of existing roofing. Remove all roof materials down to the roof deck and remove or set all nails. Properly dispose of roofing materials.

ROOF-OVER, FIBERGLASS SHINGLE

Roof-over original roof using 220 lb. self-sealing, fiberglass/asphalt, strip shingles with a 25-year warranty. Replace defective flashing with .019 aluminum. Color choice by owner.

TEAR OFF AND RE-ROOF SHINGLES

Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 SF of sheathing per 100 SF of roof using pine board or CDX plywood of matching thickness. Staple 15 lb felt. Install preformed white aluminum, drip edge, and vent pipe boots. Install 220 lb fiberglass asphalt, 3 tab shingle with a 25 yr warranty. Replace all flashing. Install shingle-over ridge vent.

REROOF, 1/2" DECK/FIBERGLASS SHINGLE

Remove roof to deck. Install 1/2" CDX plywood over entire roof. Install 36 inch wide strips of Grace Ice and Water Shield at the eaves and in the valleys. Install 15 lb. felt as underlayment on the remainder of the decking. Install Owens Corning self-sealing, 25 year warranty fiberglass/asphalt strip shingles. Replace all flashing, including valleys, with .019 aluminum. Install step flashing at all wall junctures. Color choice by owner.

FLASH CHIMNEY

Step flash top and down sides of chimney 1/2" into mortar joints using .027 aluminum or copper. Counter flash completed assembly with aluminum or modified bitumen. Guarantee assembly from leaks for 10 years.

GUTTER, 5" SEAMLESS ALUMINUM

Dispose of gutter. Install 5", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner.

DOWNSPOUT, 5" SEAMLESS ALUMINUM

Dispose of existing downspout. Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3' on center.

SPLASH BLOCK

Place concrete or plastic splash block at end of downspout directing the storm water away from the building.

VENT, ALUMINUM RIDGE

Install mill finish, aluminum ridge vent per manufacturer's specs.

RIDGE VENT, SHINGLE OVER

Cut vent slot into roof deck and install, per manufacturer's specifications, a shingle-over ridge vent with screening or a corrugated construction to prohibit entry by insects.

4715 VENT, GABLE

Install a screened, aluminum, rectangular or square gable vent with at least 4 square feet of free air space.

4722 VENT, DRIP EDGE

Install "Air Vent" Air Pro Flow™ Vented Drip Edge.

<http://www.airvent.com/professional/products/intake-ventedDE.shtml>

4723 VENT, SOFFIT, CONTINUOUS

Install "Air Vent" aluminum soffit vent models SV201 or SV202.

<http://www.airvent.com/pdf/installation/ContinuousSoffit-install.pdf>

VENT, SOFFIT, RECTANGULAR

Cut a hole in the soffit and install an aluminum 4"x 16" screened, rectangular soffit vent with a factory applied finish and fastened with screws of a matching color.

ROOF VENTILATION, COMBINED SOFFIT AND RIDGE

Install 1 SF of combined continuous soffit and ridge ventilation Soffit ventilation for every 300 SF of attic floor area. Use "Air Vent" aluminum soffit vent models SV201 or SV202 and "Shingle Over" style Ridge ventilation. 40% of the total required ventilation must be provided by the free air space rating of Ridge vents. 60% of the total required ventilation must be provided by the free air space rating of Soffit vents. All vents must be screened or be of a corrugated construction to prevent the intrusion of insects and if exposed must have a factory applied finish.

VENT, CUSTOM

ROOF FLASHING, REPAIR

Inspect, clean and reinstall copper or aluminum flashing to create a leak free seam. Seal all exposed nails with roofing cement.

FASCIA 1"X 6"

Install a 1"x 6", #2 pine fascia with bevel cut joints using galvanized finish nails. Caulk over joints, and prime.

SOFFIT

Install 3/8" BCX plywood soffit.

CONSERVATION

WEATHER-STRIP WINDOW

Weather-strip both sash of double hung window with spring zinc or bronze weather-stripping to create a positive seal.

WEATHER-STRIP DOOR

Weather-strip wood door with spring bronze and a vinyl door sweep.

INSULATE WALL, R-13 BATT

Staple 3-1/2" thick, R-13, foil faced fiberglass roll insulation to studs per manufacturer's specifications.

INSULATE WALL, R-19 BATT

Staple 6" thick, R-19, foil faced fiberglass wall insulation to studs per manufacturer's specifications.

INSULATE CEILING, R-30 BATT

Loose lay 12" thick R-30 unfaced fiberglass batts between the ceiling joists carefully fitting the fiberglass around obstructions such as wires, pipes ductwork and building components to insure a consistent and continuous R30 rating.

VAPOR BARRIER, CRAWL SPACE

Lay 6 mil poly vapor barrier on ground in crawl space and 6" up foundation walls. Overlap seams by 2' and secure with duct tape.

SEAL AND INSULATE, CRAWL SPACE

Install a 6-mil poly vapor barrier on ground in crawl space and up foundation walls to the top of the masonry leaving an inspection gap of 3 inches between the lowest wood component and the plastic. Fasten the plastic to the masonry wall with mechanical fasteners and large washers and seal the plastic to the masonry with Low VOC caulking rated to adhere plastic. Overlap seams in the plastic by 2 feet and seal the seams with fiberglass mesh tape and mastic. The end product will provide a water and air tight seal between the interior of the crawl space and the walls and floor of the crawl space and all penetrations including, but not limited to those created by plumbing, electrical and HVAC equipment, will be sealed tight. After the plastic vapor barrier has been inspected and approved by the Housing Rehabilitation Specialist responsible for this property, install a minimum R13 of Dow THERMAX foam board on the outside walls of the crawl space sealing the seams between the boards with foil tape approved by Dow for use with THERMAX. The layer of THERMAX shall be complete without voids and any gaps shall be sealed with polyurethane foam sealant.

INSULATE DUCT, FIBERGLASS

Wrap ducts/pipes with 1-1/2" foil scrim R-4 fiberglass insulation. Secure and seal all seams with duct tape.

DRYWALL & PLASTER

DRYWALL, RE-NAIL & RE-TAPE

Re-nail or screw gypsum surface 6" on center. Scrape seams and nail pops. Using fiberglass mesh, cut out seam and re-tape where tape is missing, damaged or bubbled. Finish with 2 coats of compound, wet sand, ready for paint.

DRYWALL, PATCH, LARGE

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Sand ready for paint.

LAMINATE 3/8" DRYWALL

Hang 3/8" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Butt drywall to door and window casing and apply J channel molding.

Remove top molding from 3-piece base and reinstall after surface is paint-ready. Tape, 3-coat finish and sand ready for paint.

DRYWALL, LAMINATE WATER RESIST

Hang 1/2" water resistant drywall over existing surface with screws 8" on center and 3/8" adhesive beads 16" on center. Remove top molding from 3-piece base. Butt drywall to door and window casing. Tape, 3-coat finish, and sand ready for paint. Install 3/8" ogee or shoe molding.

DRYWALL, 1/2"

Hang, tape and 3-coat finish 1/2" drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Wet sand ready for paint.

DRYWALL, WATER RESISTANT

Hang, tape and 3-coat finish 1/2" water resistant drywall in wet area. Apply a 3/8" bead of adhesive to framing member and screw or nail 8" on center. Sand ready for paint.

PATCH PLASTER

Cut back damaged plaster. Cut out cracks 1/4" wide in a vee-joint. Re-nail all loose lath. Install 1/8" flat rib metal lath where wood is not reusable. Apply basecoat, allowing at least 1/16" for finish coat. After 24 hour cure, apply finish coat.

CERAMIC TILE

CERAMIC TILE, REGROUT, CAULK

Dig out loose grout 1/4". Remove all caulking and clean surface with mildew remover. Apply latex-portland grout and white, mildew resistant silicone caulk to all seams, fixture lips and pipe penetrations.

CERAMIC TILE, REPAIR

Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. Re-grout entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.

CERAMIC FLOOR TILE

Using adhesive, lay owner's choice of \$3/sf ceramic floor tile over 1/2" reinforced cement board, screwed to subfloor. After at least 24 hours drying time, apply latex-portland grout. Clean floor and apply mildew resistant white silicone caulk to all edge seams and pipe penetrations. Install a 3" marble threshold at door.

PAINTING

PREP & PAINT WOOD FLOOR

Scrape and rough sand with 36-grit paper and a sanding stick, entire floor deck. Vacuum and tack-rag surface. Apply two coats owner's choice of premixed pigmented polyurethane floor finish, per manufacturer's recommendations.

PREP & PAINT EXTERIOR MASONRY

Protect ground with drop cloth. Scrape or pressure wash all loose, peeling, cracked and blistered paint from surface. Spot prime with latex primer. Paint one top coat with latex.

FLOORS

VINYL TILE FLOOR, REPAIR

Remove damaged floor tiles, clean adhesive from deck. Install tiles per manufacturer's recommendations to match original – in style, pattern and color – as closely as possible.

UNDERLAY AND VINYL TILE

Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Lay 12"x12"x1/8" vinyl composition tile, color group B as made by Armstrong or Azrock, per manufacturer's recommendations. Square to room axis. Include metal edge strips at openings, and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color.

VINYL SHEET GOODS

Re-fasten all loose and warped underlayment and fill voids with patching compound. Install 070"vinyl sheet goods with a minimum of seams per manufacturer's recommendations. Caulk edges of vinyl with clear silicone. Install metal edge strips in openings and shoe molding or 4" vinyl base around perimeter. Owner's choice of in-stock color.

UNDERLAY & VINYL SHEET GOODS

Install 1/4" underlayment grade plywood, using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufacturer's recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Install metal edge strips in openings & shoe molding or 4" vinyl base around perimeter.

CARPET AND PAD, REMOVE

Remove carpet, pad, metal edge strips and tack strips to a code legal dump.

HEAT & AIR

BURNER MAINTENANCE

Clean burner and combustion chamber, inspect and replace nozzle if required, oil motor and all pumps, adjust air/fuel oil mixture to manufacturer's recommendations. Replace oil filter.

BOILER, REBUILD CHAMBER

Rebuild firebox chamber in boiler to maximize flame retention.

BOILER, GAS REPLACE, COMPLETE

Dispose of heating equip. & radiators to code legal landfill. Size & install a gas-fired, cast iron, jacketed boiler, distribution piping & baseboard convectors to service entire house. Installation includes all power & control wiring, a set back thermostat, expansion tank, one circulation pump, water & gas supply & flue piping. The installation is required to maintain 70F. indoor temperature when outdoor temperature is -10 F. Min. AFUE rating 86.

BOILER, GAS CUSTOM

HEAT DUCT AND REGISTER

Install low-velocity insulated metal or flexible duct work from main trunk to floor or wall register.

SETBACK THERMOSTAT

Install a LuxPro PSP511Ca thermostat with the following settings: 6:00-8:00 a.m. 67 degrees F - 8:00 a.m. - 4:30 p.m. 62 degrees F - 4:30-10:30 p.m. 68 degrees F - 10:30 p.m. - 6:00 a.m. 62 degrees F.

FLUE THIMBLE

Remove flue and old chimney attachment. Install a ceramic clay insert into chimney. Point up all holes and reinstall flue.

FLUE REPLACE

Install a pre-fabricated, double-walled, UL listed, galvanized steel, 8" flue inside chimney.

PLUMBING

WATER SERVICE, COPPER K LINE

Excavate to 36", lay 1" type K, copper pipe and refill trench for water service. Lay line without joints from meter hub to main shut off valve inside structure. Contractor to apply and pay for all permits, repair concrete cuts and coordinate installation of new meter. Owner to pay all water tap fees. Backfill, seed and mulch disturbed yard areas.

SUPPLY, PEX

Install PEX (cross-linked polyethylene) tubing to supply domestic water to the specified plumbing fixtures. Maintain manufacturer's required clearance from heating appliance vents, recessed lights or other heat sources. Installation will protect PEX tubing from direct sunlight. Protect PEX tubing with sleeves where abrasion may occur and use nail plates where PEX tubing penetrates wall stud or joists and has the potential for being struck with a screw or nail. Allow for manufacturer's required slack to compensate for expansion and contraction. Provide shutoff valves at each fixture. Pressure-test the system prior to charging with water.

SUPPLY, COPPER

Install type L rigid copper supply lines to specified fixtures with silver/tin solder. No solder containing lead is allowed. Install 3/4" pipe to branches and provide shut off valves at all fixtures. Provide dielectric unions at iron pipe joints. Pressure-test the system prior to charging with water.

SHUT-OFF VALVE

Install a PVC or chromed brass shut-off valve on existing fixture supply line.

WASTE LINES, INSPECT, REPORT

Test waste lines for leaks and proper venting. Identify defects and submit to the agency a priced list of recommended repairs to bring structure into compliance with the current plumbing code.

WASTE LINE, SNAKE

Power snake drain to clear lines for fixtures to main street sewer.

DRAIN, WASTE, VENT, PVC

Install schedule 40 PVC pipe and fittings, solvent welded after a dyed cleaning step. Install pipe with hangers 3' on center without critical damage to structural members.

TRAP, REPLACE

EA

\$0.00

Replace trap and all corroded waste line from wall stub out to fixture with PVC or polypropylene.

SEWER SERVICE, 4" PVC

Install a 4" PVC sewer line from structure and connect to the public sanitary sewer system. Install clean-outs as required. Re-grade yard in work area, sow grass seed and spread straw to reestablish lawn. Contractor to apply and pay for all permits and road repairs. Owner to pay for sewer tap fees.

GAS LINE, PRESSURE TEST

Cap all gas lines prior to filling the distribution system with 120 lbs. of compressed air. Maintain pressure for 24 hours. Locate and seal any leaks in the system.

GAS LINE

Hang 3/4" main and 1/2" fixture gas supply lines of schedule 40 black steel pipe with malleable iron screwed fittings. Install brass stop valves at all equipment.

GAS SHUT-OFF VALVE

Install bronze, square head, gas cock valve for fixture.

GAS DRYER HOOK UP

Install schedule-40 black iron pipe and gas cock to dryer location. Install metal exhaust vent to exterior of structure with draft prevention wall cap.

FAUCET REPAIR, KITCHEN

Inspect valve seat, and grind until level or replace. Replace washers or rings and repack stem to refurbish faucet.

FAUCET REPAIR, BATH

Inspect valve seat, and grind until level or replace. Replace washers or rings and repack stem to refurbish faucet.

BATHTUB, 5' STEEL COMPLETE

Install a 5' white, enameled, formed steel, tub complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter and Delta 6122 water saving shower head.

SHOWERSTALL, FIBERGLASS

Install a 36"x36" one piece, fiberglass shower stall including PVC waste, molded base, metal two handle shower diverter, shower rod and Delta 6122 shower head.

TOILET SEAT

Install a white, wood or plastic, top mounted toilet seat and lid. Material allowance \$20.

COMMODE, REFURBISH

Install an anti-siphon fill valve. Replace flap valve and adjust water height to effect proper flushing action.

DISCHARGE TUBE

Install temperature and pressure relief discharge tube on water heater. Bottom of tube shall be within 6" of floor or to outside of structure.

WATER HEATER, 30 GALLON GAS

Install a 30-gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10-year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

WATER HEATER, 40 GALLON GAS

Install a 4- gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10-year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

WATER HEATER, 30 GAL. ELECTRIC

Dispose of water heater in legal dump. Install a 30-gallon, low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with a 10-year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, shut-off valve and electric supply.

WATER HEATER, 40 GAL. ELECTRIC

Dispose of water heater in legal dump. Install a 40-gallon, low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with 10-year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, shut-off valve and electric supply.

LAUNDRY TUB, SNGL BOWL REPLACE

Remove existing sink to code legal dump. Install single bowl, 24" fiberglass laundry tray to fit under faucet. Hook up waste line.

DRIPLESS CENTER, WASHER HOOK-UP

Install PVC stand pipe, hot and cold hose bibbs, and 20-amp outlet on a separate circuit to service a washing machine.

FAUCET, LAUNDRY TUB

Install a two handle, brass faucet with hose threading on laundry tub.

CLOTHES WASHING MACHINE HOOK-UP

Install a two-inch PVC stand pipe with trap, and a single lever "quick shutoff" washing machine valve with hot and cold threaded hose outlets to service a washing machine.

HOSE BIBB, REPAIR

Replace the packing in the valve stem and reassemble the hose bibb to be leak free.

HOSE BIBB

Install a bronze, freeze-free hose bibb on outside of structure with inside shut-off valve and backflow preventer. Seal exterior penetration with silicone caulk.

DRAIN/WASTE/VENT, 1 BATH HSE

Remove all drain, waste and wet vent lines to code legal dump. Install schedule-40 PVC or cast iron DWV lines to service one 3-piece bath, kitchen and laundry area from the foundation perimeter to roof vent terminus.

ELECTRICAL

ELECTRIC PANEL, RELOCATE

Relocate panel to inside of structure. Include all required materials to meet National Electric Code.

ELECTRIC SERVICE, 100-AMP

Replace existing electrical service with a residential, 100-amp, single phase, 3-wire electric service. Include a main disconnect, 12-circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Seal exterior service penetrations to maintain a waterproof building envelope.

ELECTRIC SERVICE, 200-AMP

Replace existing electrical service with a residential, 200-amp service, main disconnect, 110/220-volt, 24-circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Seal exterior service penetrations to maintain a waterproof building envelope.

GFI CIRCUIT BREAKER

Install a ground fault interrupt breaker in distribution panel to control all "wet area" outlets.

ARC-FAULT CIRCUIT BREAKER

Install an Arc-Fault circuit breaker in the distribution panel to protect all bedroom outlets.

RECEPTACLE REPLACE

Replace receptacle with ivory duplex receptacle and ivory metal cover plate.

RECEPTACLE, WIRE 15-AMP

Install an ivory, duplex, 15-amp receptacle and metal cover plate using copper romex. Fish wire and repair all tear out.

20-AMP CIRCUIT, RECEPTACLE

Install 20-amp, ivory, duplex receptacle with a matching plastic cover plate on a separate circuit with an individual over protection device. Fish wire and repair all tear out.

GFCI DEVICE

Replace receptacle with a surfaced mounted ground fault circuit interrupt receptacle.

RECEPTACLE, GFCI BATH

Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle adjacent to lavatory using copper NM cable. Fish wire and repair all tear out.

RECEPTACLE, GFCI COUNTERTOP 15-AMP

Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using #14 copper NM cable, controlled by a 15-amp circuit breaker. Fish wire and repair all tear out.

WASHER CIRCUIT 110\20-AMP

Install a flush or surface mounted duplex outlet for a washing machine on a separate 20-amp circuit using #12 copper NM cable.

DRYER CIRCUIT, 30-AMP

Install 220 volt, 30 amp, surface mounted receptacle on an individual circuit.

WEATHERPROOF RECEPTACLE

Install a 15-amp, ground fault protected, surface mounted, weatherproof, PVC or non-ferrous box and receptacle using #14 copper NM conductors in EMT. Receptacle cover shall be permanently connected to box.

SWITCH REPLACE

Replace light switch with single pole, ivory toggle switch and ivory metal cover plate. Use plastic cover plates in bath area.

SWITCH LIGHT

Install a single pole, ivory switch and metal cover plate using Romex to control fixture. Fish wire and repair all tear out.

SWITCH WALL RECEPTACLE

Install a single pole, ivory switch with metal cover plate controlling the lower receptacle in a duplex receptacle. Install receptacle with #14 copper NM cable in same stud space as switch, adjacent to door.

3-WAY SWITCHES

Install two, 3-way ivory switches at opposite sides of room at strike side of door to control an existing fixture, using #14 copper NM cable. Fish wire and patch all tear out.

FIXTURE AND 3-WAY SWITCHES

Install a ceiling-mounted, UL approved, 2 bulb light fixture (\$20 material allowance) controlled by a pair of ivory 3-way switches mounted at the strike side of the doors, or at top and bottom of stairwell. Fish wire and repair all tear out.

LIGHT FIXTURE, PULL CHAIN

Install a porcelain pull-chain lamp fixture with a lamp on an approved electrical box.

LIGHT FIXTURE, REPLACE

Replace a ceiling-mounted, 2-bulb, UL approved, incandescent light fixture with shade and lamps. \$20 allowance for fixture.

LIGHT FIXTURE GLOBE

Install a glass light fixture globe on ceiling fixture.

LIGHT FIXTURE AND SWITCH

Install a ceiling-mounted, UL approved, 2-bulb light fixture (\$20 material allowance) controlled by an ivory switch with a metal cover located at the strike side of the door. Fish wire and repair all tear out.

SMOKE DETECTOR, HARD WIRED

Install a UL approved, ceiling-mounted smoke and heat detector permanently wired into a receptacle box.

PHONE OUTLET

Install a plaster ring and phone jack wired to the phone service. Stapled, surface-mounted wire is not acceptable unless prior written approval is given by the Housing Rehabilitation Specialist.

REWIRE TO CODE, PER ROOM

Rewire unit to current National Electric Code including but not limited to: surface mount GFI in bathroom & kitchen; 15-amp grounded receptacles on all usable walls; switched lights in all halls, kitchens, bathrooms and furnace areas; hard wired smoke detectors; cover plates; counter receptacles; and circuits. Fish all wire and repair all tear-out. Does not include service entrance.

ENTRANCE LIGHT

Install an exterior, waterproof, wall mounted, single bulb fixture outside exterior door. Include wire box, interior switch and lamp. Fish wire and repair all tear out. Fixture allowance \$22.

ENTRANCE LIGHT FIXTURE, REPLACE

Remove damaged light fixture and replace with an exterior, waterproof, single bulb fixture. \$20 fixture allowance.

FLOOD LIGHT, DOUBLE BULB

Install a building mounted, double lamp, incandescent flood light. Owner's choice of an interior or photoelectric switch. Any exposed exterior wiring shall be run in conduit.

****Plans and specifications may not be altered without approval of the CHIP Manager****

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 4/30/2018
Presenter: Bryan Lackey
Item of Business: PR-2018-12 Jesse Jewell Parkway Utilities Relocation - Design and Bidding Services
Meeting Date: 5/15/2018

Purpose of Request:

To obtain funding to enter into a professional services agreement for the design and bidding services of the Jesse Jewell Parkway Utilities Relocation Project.

History/Background:

The Georgia Department of Transportation (GDOT) will be managing the widening and improving of the intersection at Jesse Jewell Pkwy. and Queen City Pkwy. and has requested the City of Gainesville to relocate all utilities in conflict with the intersection improvements project.

Facts & Issues for Consideration:

This project will relocate all existing utilities that are in conflict with the intersection improvements project.

Department Recommendation:

Authorize staff by resolution to enter into an agreement for professional services with Wiedeman and Singleton, Inc. to complete the design and bidding phases of this project.

Department Director:

Linda MacGregor

If funding is involved, are funds approved within the current budget?

Amount Requested:

\$150,000

Source of Funds:

Department of Water Resources Capital Projects Fund

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ PR-2018-12 Jesse Jewell Parkway Utilities Relocation	Resolution
☐ Jesse Jewell Pkwy Design CIP Summary	Attachments/Exhibits
☐ Jesse Jewell Pkwy Design Proposal	Backup Material

RESOLUTION PR-2018-12

JESSE JEWELL PARKWAY AND QUEEN CITY PARKWAY INTERSECTION UTILITIES RELOCATION AND IMPROVEMENTS - DESIGN AND BIDDING SERVICES

WHEREAS, the City of Gainesville owns and operates a water distribution system that serves the City and Hall County; and

WHEREAS, the Georgia Department of Transportation (GDOT) has planned to improve and widen the intersection of Jesse Jewell Parkway and Queen City Parkway; and

WHEREAS, GDOT has notified the City of Gainesville and submitted roadway plans requesting relocation of any City utilities which are in conflict with the roadway improvement project; and

WHEREAS, the Department of Water Resources (DWR) staff has identified utility conflicts within the City's service area and plans to conduct all necessary relocations necessary to protect the City's utilities; and

WHEREAS, Wiedeman and Singleton, Inc. has submitted a proposal and scope to perform design and bidding services for the required utility relocation and improvements; and

WHEREAS, DWR staff has reviewed said scope and proposal and recommends Wiedeman and Singleton, Inc. be authorized to proceed with performing this project; and

WHEREAS, DWR staff recommends entering into an Agreement for Professional Services for the Jesse Jewell Parkway and Queen City Parkway Intersection Utilities Relocation and Improvements project with Wiedeman and Singleton, Inc.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes DWR staff to enter into an Agreement for Professional Services with Wiedeman and Singleton, Inc. and apply for and obtain all necessary permits and licenses, obtain bids from pre-qualified contractors, and make recommendation of award to the governing body for the City of Gainesville.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes and directs the City Manager, City Attorney and DWR staff to acquire, at fair market value, temporary and permanent easements and other property that may be required to construct and operate the facilities.

BE IT FURTHER RESOLVED THAT the total authorized expenditure shall not exceed \$150,000.00 and that said expenditure shall be from the Department of Water Resources Capital Projects Fund.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to sign applicable documents that may be necessary to complete this project.

RESOLUTION PR-2018-12

**JESSE JEWELL PARKWAY AND QUEEN CITY PARKWAY INTERSECTION UTILITIES
RELOCATION AND IMPROVEMENTS - DESIGN AND BIDDING SERVICES**

Adopted this ____ day of _____, 2018.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

DEPT OF WATER RESOURCES

CAPITAL IMPROVEMENTS PROJECT SUMMARY REQUEST

PROJECT NAME:	Jesse Jewell Parkway Utilities Relocation		
PROJECT NUMBER:		PROJECT DEPARTMENT	
RESOLUTION NUMBER:	PR-2018-12	LOCATION:	4440.00
PROJECT MANAGER:	Jason Perry		
CHECK ONE: NEW PROJECT:	☒ X	ADDITIONAL FUNDING	

CODE		ACCOUNT NUMBER	AMOUNT REQUEST
SWB - CITY PROVIDED PROJECT MANAGEMENT			
1100	Salaries and Wages	511100.XXX to 511150.XXX	\$10,000.00
1101	Overtime Earnings	511300.XXX to 511350.XXX	
1110	Health and Life Insurance Premiums	512100.000	
1140	Social Security and Medicare Expense	512200.000	
1171	Retirement Contribution - Plan A	512400.001	
	SUBTOTAL		\$10,000.00
PDD - PROJECT DEVELOPMENT & DESIGN			
8101	Project Development	541000.001	
8102	Facility Design/Bidding Service	541000.002	\$118,798.00
8103	Geotechnical	541000.003	
8104	Laboratory	541000.004	
8105	Survey	541000.005	
8106	Other	541000.011	\$1,202.00
8107	Legal Services	541000.006	
	SUBTOTAL		\$120,000.00
LAND - LAND/EASEMENT ACQUISITION			
8201	Survey	541100.003	
8202	Legal Services	541100.004	\$5,000.00
8203	Land Agent Services	541100.005	\$5,000.00
8204	Land Purchase	541100.001	
8205	Easement Acquisition	541100.002	\$10,000.00
	SUBTOTAL		\$20,000.00
CON - CONSTRUCTION			
8301	Construction Admin. Services	541000.007	
8302	Resident Inspection Services	541000.008	
8303	Legal Services	541000.006	
8304	Contracted Construction Cost	541000.009	
8305	City-Furnished Materials	541000.010	
8306	Other	541000.011	
8308	Furnishings and Equipment (Taggable Assets)	531600.002	
	SUBTOTAL		\$0.00
MEQ - MACHINERY AND EQUIPMENT			
2000	Equipment	542000.000	
2200	Vehicles	542200.000	
	SUBTOTAL		\$0.00
INT - INTANGIBLES			

5431	Master Plans & Studies	543000.001	
5432	Software	543000.002	
5433	Other	543000.003	
	SUBTOTAL		\$0.00
RMT - REPAIRS AND MAINTENANCE			
5201	Annual Maintenance Contracts	522200.001	
5202	General Repairs and Maintenance	522200.002	
5203	Equipment Repairs	522200.003	
5204	Vehicles	522200.004	
5205	Tires	522200.005	
5206	Streets	522200.006	
5207	Sidewalks	522200.007	
5208	Bridges	522200.008	
5209	Stormwater	522200.009	
	SUBTOTAL		\$0.00
	TOTAL		\$150,000.00

WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

April 30, 2018

Mr. Jason Perry, P.E.
Design Services Section Chief
Gainesville Department of Water Resources
757 Queen City Parkway, S.W.
Gainesville, GA 30501

Re: Engineering Proposal –
Jesse Jewell Parkway
Intersection Improvements
GDOT P.I. No. 0013322

Dear Mr. Perry:

As a follow-up to our recent discussions and emails, we appreciate the opportunity to submit this proposal to assist the City of Gainesville Department of Water Resources (GDWR) with engineering services on the above referenced project.

It is our understanding the Georgia Department of Transportation (GDOT) plans to improve the intersection of Jesse Jewell Parkway and Queen City/John Morrow Parkway. As part of the road widening and reconstruction, the GDWR has identified several potential utility conflicts within and just outside the GDOT project limits which will require either relocation or rehabilitation. Currently, based on GDWR's estimates, this will most likely include the relocation of approximately 2,950 linear feet (L.F.) of existing water mains, relocation of 650 L.F. of existing sanitary sewers, relocation of 700 L.F. of existing fiber optic cable, and rehabilitation of approximately 700 L.F. of existing sanitary sewers using cured-in-place-pipe (CIPP).

The primary goal of this project will be to coordinate the required relocation and rehabilitation of the City's utilities with the GDOT's planned construction activities, while also maintaining service to existing customers with minimal disruption.

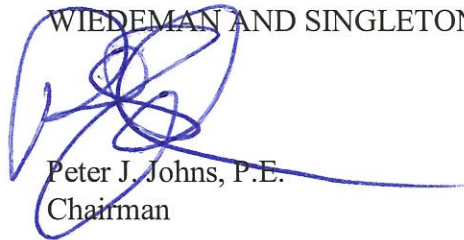
Mr. Jason Perry, P.E.
April 30, 2018
Page 2

Our proposed scope of services, deliverables and fees for assisting the GDWR with the engineering services requested are attached. If this proposal is acceptable, we are prepared to begin work immediately and estimate it will take approximately 3 months to complete a set of engineering drawings that can be utilized by the GDWR to solicit construction bids from general contractors.

Again, we appreciate the opportunity to assist the GDWR with this effort. If you have any questions or need any additional information, please let me know.

Sincerely,

WIEDEMAN AND SINGLETON, INC.

A handwritten signature in blue ink, appearing to read "PJ Johns", is written over the company name and extends to the right.

Peter J. Johns, P.E.
Chairman

Enclosures

I: SCOPE OF SERVICES

We have divided our proposed scope of services for the project into the following work tasks:

- ❑ Design Services (Work Task 001);
- ❑ Bidding Services (Work Task 002);
- ❑ Surveying Services (Work Task 003); and
- ❑ As-Built Plans (Work Task 004).

A detailed breakdown of our proposed services for each of these work tasks is presented herein.

DESIGN SERVICES (WORK TASK 001)

SUBTASK 1.01 – PREPARE AND CONDUCT PROJECT KICK-OFF MEETING

After being issued a Notice to Proceed, Wiedeman and Singleton (W&S) will conduct a project kick-off meeting with GDWR's project team to review the proposed project objectives, schedule, special conditions, data needs, and communication procedures. The meeting agenda and meeting minutes will be prepared by W&S.

SUBTASK 1.02 – PREPARE DETAILED DESIGN DRAWINGS

The project design drawings will include a 50% Final Location Review set, a 75% Plan and Profile Design Review set with Utility Adjustment Schedule and work plans and cross sections, and a 95% Review set with a cost estimate, Emergency Utility Response Information (EURI) form, and a Georgia Utility Permitting System (GUPS) permit application; all subject to the review and approval of the GDWR. Formal reviews for these design drawings will be conducted with GDWR staff at the 50, 75, and 95

percent completion levels (see *Subtask 1.04*).

Like other recent utility projects completed by the GDWR in-house, W&S will use GDOT's PDF drawings as a background to prepare the proposed utility relocation construction drawings using AutoCAD software. These plans, and the specifications, will be prepared in accordance with standards developed by the GDWR, requirements of GDOT, Ten State Standards, and accepted engineering practice.

Construction plans will include sedimentation and erosion control drawings suitable for acquiring a Land Disturbance Permit (LDP).

Specifications will be prepared in accordance with the Construction Standards Institute (CSI) format.

Based on the work completed to date by GDOT and the documents to be provided to our firm by the GDWR, additional field surveying work within GDOT's work area doesn't appear necessary, however additional surveying will be necessary for utility improvements outside of GDOT's right-of-way. (See Subtask 3.02)

SUBTASK 1.03 – ASSIST GDWR WITH PERMITTING AND AGENCY REVIEWS

W&S will assist the GDWR with all required permitting and regulatory approvals. This will include such activities as; preparing GDOT and NPDES permit applications and drawings, attending meetings, and revising contract documents following agency reviews.

SUBTASK 1.04 – CONDUCT PROGRESS MEETINGS AND FORMAL DESIGN REVIEW WITH GDWR STAFF AT THE 50, 75, AND 95 PERCENT COMPLETION LEVELS

W&S will present design drawings to the GDWR staff at the 50, 75, and 95 percent completion levels of detailed design and discuss concerns and any review comments. Project deliverables will be forwarded to GDWR staff at least 1 week prior to these meetings for their internal review.

SUBTASK 1.05 – QA/QC REVIEW

All deliverables will be reviewed and approved internally by senior level staff prior to their submittal to the GDWR.

Work Task 001 Deliverables

W&S will furnish the GDWR with the following deliverables on this phase of the project:

- ❑ Contract Plans and Specifications (50%, 75%, 95% and 100% – Bid Ready)
- ❑ Permit Applications and Submittals, including GDOT, GUPS, and NPDES permits
- ❑ Utility Adjustment Schedule at 75% design completion
- ❑ Construction Cost Estimate at 95% design completion

BIDDING SERVICES (WORK TASK 002)

SUBTASK 2.01 – ASSIST WITH PRE-QUALIFICATION OF CONTRACTORS AND SOLICITATION OF BIDS

W&S will assist the City with the pre-qualification of bidders, solicitation of bids, and distribution of construction documents (PDF format) to pre-qualified bidders.

SUBTASK 2.02 – RESPOND TO QUESTIONS FROM CONTRACTORS AND SUPPLIERS DURING THE BID PHASE OF THE PROJECT

W&S will receive, log, and respond to questions from prospective bidders and suppliers during the bidding period. If a clarification of the plans and specifications is needed, all plan holders will be notified by addendum.

SUBTASK 2.03 – ISSUE ADDENDA AS REQUIRED

W&S will prepare and issue any necessary addenda. Addenda will be submitted to the GDWR staff for approval prior to general distribution to plan holders.

SUBTASK 2.04 – COORDINATE AND CONDUCT A PRE-BID MEETING

Representatives of W&S will prepare the agenda for and conduct a pre-bid meeting with the pre-qualified bidders to help define the scope of the work to be completed.

SUBTASK 2.05 – ASSIST WITH THE BID OPENING MEETING AND PROVIDE A TABULATION OF BIDS AND RECOMMENDATION OF AWARD

W&S will assist the City with the bid opening. All bids will be checked for accuracy and tabulated. The low bidder will be identified, and references checked. A written recommendation for contract award will be provided to the GDWR. Validity of bonds will also be checked by W&S prior to recommending award of the contract using the Federal Register Circular 570 to verify the bonding company is properly registered in Georgia.

SUBTASK 2.06 – PREPARE CONSTRUCTION READY DOCUMENTS

After authorization from the GDWR, W&S will prepare “Construction Ready” documents (plans and specifications) for execution by the general contractor selected for award. These updated documents will include changes issued by addenda and information submitted by the general contractor at bid time. Once executed by the general contractor, these documents will be forwarded to the GDWR for final execution.

Work Task 002 Deliverables

W&S will furnish the GDWR with the following deliverables on this phase of the project:

- ❑ Contractor Pre-qualification Documents
- ❑ Recommendation Letter for Pre-qualification of Contractors
- ❑ Prepare and issue Addenda (if necessary)
- ❑ Bid Tabulation
- ❑ Recommendation Letter to the GDWR to award or reject bids
- ❑ Construction Ready Plans and Specifications

SURVEYING SERVICES (WORK TASK 003)

SUBTASK 3.01 – PREPARE EASEMENT DOCUMENTS

Two easement documents, to include temporary and perpetual easements, will be furnished following approval of the Detailed Design Drawings. Easement Plats will include legal descriptions and be prepared by a Registered Land Surveyor licensed in the state of Georgia. It is our understanding that the easement plats are for potential acquisitions and are outside of the base scope of services and that a cash allowance (see Proposal Fee Schedule in

Section IV herein) will be utilized in the event these become necessary.

SUBTASK 3.02 – URBAN ENVIRONMENT SURVEY

Approximately 2.6 acres of surveying work will need to be accomplished outside of GDOT’s work area. This work will include topographic surveying, utility locating, three air or hydro excavation holes, and horizontal and vertical shots on existing ducts. It is our understanding that the amount of surveying work is undetermined at this time and that a cash allowance (see Proposal Fee Schedule in Section IV herein) will be utilized.

Work Task 003 Deliverables

W&S will furnish the GDWR with the following deliverables on this phase of the project:

- ❑ Temporary and Perpetual Easement Documents
- ❑ List of Easements with pertinent property information

AS-BUILT PLANS (WORK TASK 004)

SUBTASK 4.01 – PREPARE FINAL AS BUILT PLANS

Authorized changes as recorded throughout the construction period will be incorporated into the engineering plans to produce a set of record drawings. Digital copies of the record drawings (PDF format) and AutoCAD files will be provided within 30 days after completion of construction and “red-line” drawings being provided by the contractor and field inspector.

Work Task 004 Deliverables

W&S will furnish the GDWR with the following deliverables on this phase of the project:

- ❑ Record Drawings

PROPOSAL FEE SCHEDULE

**FAILURE TO RETURN THE FOLLOWING AS A PART OF YOUR PROPOSAL DOCUMENT
MAY RESULT IN REJECTION OF YOUR PROPOSAL:**

ITEM	DESCRIPTION	PROPOSED TOTAL HOURS	NOT TO EXCEED PROPOSED COST
Design Services			
1	Project Management	72	\$12,456.00
2	Detailed Design Drawings AND OTHER DESIGN TASKS	516	\$53,246.00
3	Contract Documents	61	\$6,845.00
4	Permitting	55	\$4,675.00
5	Progress Meetings	48	\$3,944.00
Bidding Services			
6	Project Management & Bid Meeting	14	\$2,422.00
7	Pre-Bid Meeting with Documents AND OTHER BID TASKS	90	\$9,287.00
8	Tabulation of Bids & Award Recommendation	14	\$1,844.00
9	Construction Documents	12	\$1,249.00
Surveying Services			
10	Prepare Easement Documents and Coordinate With Surveyor	10	\$1,172.00
11	Cash Allowance for 2 - Easement Plats With Legal Descriptions	N/A	\$5,000.00
12	Cash Allowance for Additional Surveying Outside of GDOT's Scope of Work	N/A	\$15,000.00
As - Built Plans			
13	Prepare Final As-Built Plans	18	\$1,658.00

NOT-TO-EXCEED PROPOSED COST, ITEM 1 THROUGH 13, INCLUSIVE, THE AMOUNT OF
ONE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED NINETY EIGHT DOLLARDS AND 00/100 CENTS
DOLLARS (\$ 118,798.00)

NOTES: 1. See attached task versus man-hour breakdown for additional details.
2. Man-hours shown for W&S staff only.
3. Direct expenses included in costs. See attached for additional details

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CITY OF GAINESVILLE
JESSE JEWEL PARKWAY
INTERSECTION IMPROVEMENTS
REQUEST FOR PROPOSAL

The above cost shall be a total not-to-exceed amount. Attach an hourly rate schedule for all job classifications involved in the design and permitting of the facility including any sub-consultants.

Hourly rate schedule applies to any optional and additional services as directed by Gainesville Department of Water Resources.

IN COMPLIANCE WITH THE ATTACHED PROPOSAL REQUIREMENTS, THE UNDERSIGNED OFFERS AND AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE GAINESVILLE CITY COUNCIL WITHIN NINETY (90) DAYS OF THE DATE OF OPENING, TO FURNISH ANY AND ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE FEE STATED IN THE PROPOSAL DOCUMENT.

The Offeror operates as:

- ☐ Individual
☐ Partnership
☒ Corporation in the State of Georgia

Respectfully Submitted,

BY: (Signature, by Officer of Corporation)

(SEAL)

PETER J. JONES, P.E.
Name of Offeror (Type or print)

Title: Chairman

Phone: (404) 876-5862

Company: Wiedeman and Singleton, Inc.

Fax: N/A

Address: 3091 Governors Lake Drive, Suite 430

Witness: (Signature)
(Officer of Corporation)

Norcross, Georgia 30071

Date: 4/26/2018

Man-hour Planning Sheet

Client/Facility: CITY OF GAINESVILLE DEPARTMENT OF WATER RESOURCES

Project Title: JESSE JEWELL PARKWAY INTERSECTION IMPROVEMENTS

Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name	DESIGN SERVICES	Name of Team or Classification						
Work Task Number	001							
Notes:	Sub-tasks	PRIN/PM	SR PE	EIT	Total			
1. APPROX. 3600 L.F. OF WATER MAIN AND SANITARY SEWER RELOCATION. 2. APPROX. 700 L.F. OF SANITARY SEWER REHAB. 3. APPROX. 700 L.F. OF FIBER OPTIC RELOC. 4. NO GEOTECHNICAL SERVICES PROPOSED. 5. SEE WORK TASK 003 FOR REQ'D SURVEYING COORDINATION SERVICES BY W&S.	1.01 PREPARE AND CONDUCT PROJECT KICK-OFF MEETING	4	4	4				12
	1.02 PREPARE DETAILED DESIGN DRAWINGS & SPECIFICATIONS	24	140	400				564
	1.03 ASSIST GDWR WITH PERMITTING AND AGENCY REVIEWS	4	40	60				104
	1.04 CONDUCT PERIODIC PROGRESS MEETINGS AND FORMAL DESIGN	16	16	16				48
	REVIEWS WITH GDWR STAFF @ 50%, 75% & 95% COMPLETION LEVELS							
	1.05 QA/QC REVIEW	24						24
Deliverables								
1. MEETING AGENDAS & MINUTES	Total Hours Per Team Member	72	200	480	0	0	0	
2. CONTRACT PLANS AND SPECS	Total Planned Hours							752
3. PERMIT APPLICATIONS & SUBMITTALS	Total Hourly Rate Per Team Member	\$173.00	\$145.00	\$82.00	\$0.00	\$0.00	\$0.00	
4. CONSTRUCTION COST ESTIMATE (95% DESIGN)								
5. UTILITY ADJUSTMENT SCHEDULE (75% DESIGN)	Total Cost Per Team Member	\$12,456.00	\$29,000.00	\$39,360.00	\$0.00	\$0.00	\$0.00	
Direct Expenses		\$350.00						Total Package Cost
Mileage, Copying, etc.		\$350.00						\$81,166

Man-hour Planning Sheet

Client/Facility: CITY OF GAINESVILLE DEPARTMENT OF WATER RESOURCES

Project Title: JESSE JEWELL PARKWAY INTERSECTION IMPROVEMENTS

Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name	BIDDING SERVICES								
Work Task Number	002			Name of Team or Classification					
Notes:	Sub-tasks	PRIN/PM	SR PE	EIT				Total	
	2.01 ASSIST WITH PRE-QUALIFICATION OF CONTRACTORS & SOLICITATION OF BIDS	2	8	20				30	\$3,146.00
	2.02 RESPOND TO QUESTIONS FROM CONTRACTORS & SUPPLIERS	2	8	20				30	\$3,146.00
	2.03 ISSUE ADDENDA AS REQUIRED	2	8	20				30	\$3,146.00
	2.04 COORDINATE AND CONDUCT A PRE-BID MEETING	4	4	4				12	\$1,600.00
	2.05 ASSIST WITH THE BID OPENING MEETING AND PROVIDE A TABULATION OF BIDS AND RECOMMENDATION OF AWARD	4	4	8				16	\$1,928.00
	2.06 PREPARE CONSTRUCTION READY DOCUMENTS		4	8				12	\$1,236.00
Deliverables									
1. CONTRACTOR PRE-QUALIFICATION DOCS									
2. RECOMMENDATION LETTER FOR PRE-QUALIFICATION OF CONTRACTORS									
3. ADDENDA (IF NECESSARY)									
4. BID TABULATION									
5. BID RECOMMENDATION LETTER TO THE GDWR									
6. CONSTRUCTION READY PLANS AND SPECIFICATIONS									
	Total Hours Per Team Member	14	36	80	0	0	0		
		Total Planned Hours						130	
	Total Hourly Rate Per Team Member	\$173.00	\$145.00	\$82.00		\$0.00	\$0.00		
	Total Cost Per Team Member	\$2,422.00	\$5,220.00	\$6,560.00	\$0.00	\$0.00	\$0.00		
	Direct Expenses	\$600.00		Total Package Cost				\$14,802	
	Mileage	\$100.00							
	Copies, Construction Ready Documents, etc.	\$500.00							

Man-hour Planning Sheet

Client/Facility: CITY OF GAINESVILLE DEPARTMENT OF WATER RESOURCES
Project Title: JESSE JEWELL PARKWAY INTERSECTION IMPROVEMENTS
Prepared by: WIEDEMAN AND SINGLETON, INC.

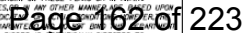
Work Task Name	SURVEYING SERVICES						
Work Task Number	003						
		Name of Team or Classification					
Notes:	Sub-tasks	PRIN/PM	SR PE	EIT	Total		
1. 2-BASE EASEMENTS W/ PLATS & LEGAL DESCRIPTIONS. (ASSUMED) 2. PLAT AND LEGAL PREPARATION INCLUDED IN CASH ALLOWANCE FOR SURVEYING SERVICES. 3. HOURS SHOWN ARE FOR W&S STAFF TO COORDINATE WITH SURVEYOR.	3.01 PREPARE EASEMENT DOCUMENTS AND COORDINATION WITH SURVEYOR		4	6			10
Deliverables							
1. TEMPORARY AND PERPETUAL EASEMENT DOCUMENTS							
	Total Hours Per Team Member	0	4	6	0	0	
	Total Planned Hours						10
	Total Hourly Rate Per Team Member	\$173.00	\$145.00	\$82.00	\$0.00	\$0.00	
	Total Cost Per Team Member	\$0.00	\$580.00	\$492.00	\$0.00	\$0.00	
Direct Expenses		\$100.00	Total Package Cost				\$1,172
Mileage, Copying, etc.		\$100.00					

Man-hour Planning Sheet

Client/Facility: CITY OF GAINESVILLE DEPARTMENT OF WATER RESOURCES
Project Title: JESSE JEWELL PARKWAY INTERSECTION IMPROVEMENTS
Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name		AS BUILT PLANS						
Work Task Number		004						
Notes:		Sub-tasks	PRIN/PM	SR PE	Name of Team or Classification			Total
		4.01 PREPARE FINAL AS BUILT PLANS	2		16			18
Deliverables								
1. RECORD DRAWINGS (PDF FORMAT)								
		Total Hours Per Team Member	2	0	16	0	0	
		Total Planned Hours						
								18
		Total Hourly Rate Per Team Member	\$173.00	\$145.00	\$82.00			
		Total Cost Per Team Member	\$346.00	\$0.00	\$1,312.00			
		Direct Expenses	\$0.00	N/A			Total Package Cost	\$1,658

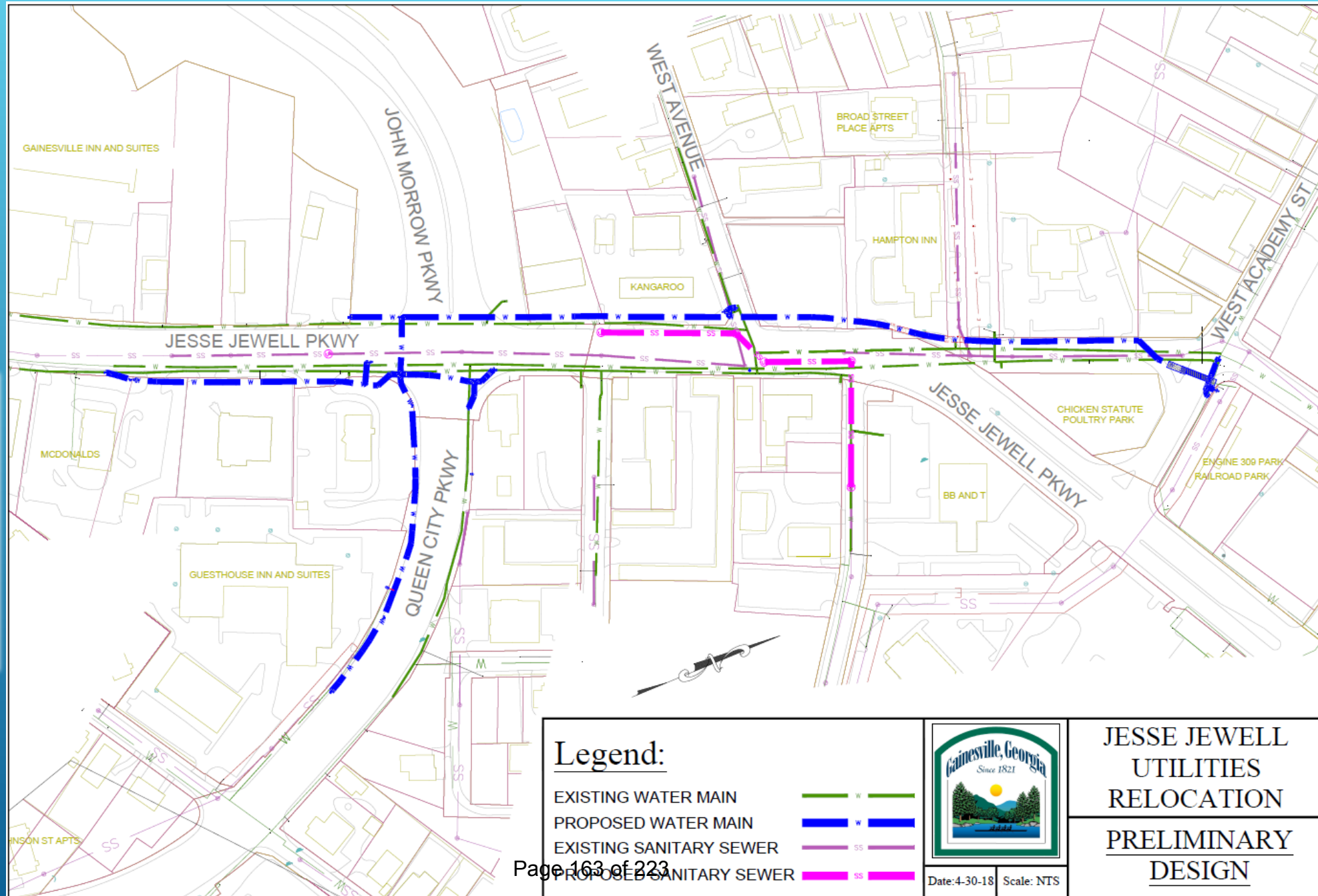
Department of Water Resources



JESSE JEWELL PARKWAY & QUEEN CITY PARKWAY UTILITIES RELOCATION

Award of Contract:

- Total not-to-exceed cost =
\$150,000.00
- Design and
Bidding Services



CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 5/3/2018

Presenter: Danny Dunagan

Item of Business: **Ordinance No. 2018-10**
Amend Chapter 6-13 Sidewalk Cafes
AN ORDINANCE TO AMEND CHAPTER 6-13 ENTITLED "SIDEWALK CAFES" OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE; BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 5/15/2018

Purpose of Request:

To amend the Sidewalk Cafe Ordinance to ensure consistency and add provisions for sidewalk cafes on Spring Street.

History/Background:

Facts & Issues for Consideration:

As written, the long established Sidewalk Cafe Ordinance has some inconsistencies with the recently adopted Downtown Dining District.

With the addition of the Parkside on the Square Development, Spring Street will have new restaurants and cafes - where currently none exist.

Department Recommendation:

Approve the proposed Ordinance.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

- ▣ Ordinance No. 2018-10 Amend Chapter 6-13 Sidewalk Cafes
- ▣ Sidewalk Cafe Ordinance Amendment-Redlined Version

Ordinance
Resolution

Passed: _____

AN ORDINANCE

No. 2018-10

AN ORDINANCE TO AMEND CHAPTER 6-13 ENTITLED "SIDEWALK CAFES" OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE; BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

Chapter 6-13 of the Code of the City of Gainesville, Georgia is hereby amended to read as follows:

Sec. 6-13-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a) *Sidewalk cafe* means the location and use of tables and chairs and other associated equipment and furnishings on the public sidewalk or city-installed and/or approved parklet and operated as an extension of a licensed eating establishment or licensed alcoholic beverage premises.

Sec. 6-13-2. - Sidewalk cafes allowed in the Downtown Dining District; license required.

- a) Sidewalk cafes shall be allowed in the Downtown Dining District, an area as established by resolution of Mayor and Council pursuant to Section 6-4-87 (f)(1) of the Code of Ordinances of the City of Gainesville, subject to the provisions of this chapter.
- b) No person shall operate a sidewalk cafe without first obtaining a license from the city manager or designee.
- c) All applications for a license shall be submitted to the city manager or designee and shall contain the following information:

ORDINANCE NO. 2018-10

1. The name, location, description and mailing address of the business applying for the license; and
 2. A drawing depicting the location, size and number of tables and chairs at the proposed location of the sidewalk café
- d) The applicant shall procure and shall maintain comprehensive general liability and broad form property damage insurance as shall protect applicant from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operation of a sidewalk cafe by the applicant, whether such operations are by the applicant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than one million dollars (\$1,000,000.00).
 - e) The applicant shall provide a certificate of insurance acceptable to the city which shall be attached to each signed application when transmitted for final approval. The city shall be named as an additional insured on all coverages. The certificates of insurance, and any subsequent renewals, shall reference the license.
 - f) The certificate of insurance shall contain a statement that "Coverages afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the city."

Sec. 6-13-3. - General regulations.

- a) Each sidewalk café shall maintain a minimum of forty-eight (48) inches, clear and unobstructed sidewalk space for pedestrian traffic at all times subject to the following:
 1. On the following sidewalks of the downtown square, tables and chairs may be placed either in the area nearest the building or the area nearest the street, so long as a clear and unobstructed forty-eight (48) inch-wide path for pedestrian traffic is maintained at all times:
 - i. Bradford Street between Spring Street and Washington Street;
 - ii. Washington Street between Bradford Street and Main Street; and
 - iii. Main Street between Washington Street and Spring Street.
 - iv. Spring Street between Main Street and Bradford Street.
 2. On the sidewalks in other areas of the Downtown Dining District, the tables and chairs must be placed in the area nearest the building and allow a clear and unobstructed forty-eight (48) inch-wide path for pedestrian traffic at all times
- b) If a sidewalk has less than sixty (60) inches clear width, then passing spaces at least sixty (60) inches by sixty (60) inches shall be located at reasonable

ORDINANCE NO. 2018-10

intervals not to exceed two hundred (200) feet along the sidewalk in order to ensure compliance with the Americans with Disabilities Act.

- c) The area in which a sidewalk cafe is located shall not extend parallel in either direction beyond the outside walls of the building in which the restaurant is located.
- d) The number of patrons occupying the sidewalk cafe shall not be greater than the total number of chairs located at the tables within the sidewalk cafe.
- e) Permit holders shall maintain sidewalk cafe areas and all equipment and furnishings in such conditions as to be clean, sanitary and safe at all times.
- f) All trash generated from the sidewalk café shall be disposed of inside the restaurant and not in public trash receptacles provided and maintained by the City. Use of the City trash receptacles is cause for revocation of the sidewalk café license.
- g) Receptacles for disposal of cigarettes shall be provided for the use of customers of the sidewalk cafe.

Sec. 6-13-4. - Regulations pertaining specifically to businesses holding alcoholic beverage licenses.

- a) Those businesses holding alcoholic beverage licenses shall store all alcoholic beverages inside their principal building.
- b) It shall be unlawful for the license holder or employees thereof to permit any person to leave the sidewalk café with an alcoholic beverage unless it is in compliance with the provisions of Sec 6-4-87 (f) of the City of Gainesville Code of Ordinances.

Sec. 6-13-5. - Revocation, suspension.

- a) Any violation of this chapter that may warrant revocation of a sidewalk cafe license shall be reported by any person to the city manager or designee who shall have the power, in his discretion, to suspend the license for a period not to exceed ten (10) days pending a hearing before the administrative hearing officer on the question of whether or not the license shall be revoked for cause.
- b) Upon a charge that there has been a violation of this chapter, the city manager or designee may order the use of the sidewalk cafe suspended, pending a hearing on the charge.
- c) Before the denial of any application for a license or for the revocation of any existing sidewalk cafe license subject to the provisions of this chapter, the applicant or licensee, as the case may be, shall be given notice in writing from the city manager or designee to show cause before the administrative hearing

ORDINANCE NO. 2018-10

officer at a time and place specified therein not less than three (3) days nor more than ten (10) days from the date of service of the notice, why such application for a license should not be denied, or why such license should not be revoked, as the case may be, stating the grounds therefor, and at the appointed time and place the applicant or licensee shall have an opportunity to show cause, if any exist, why such application should not be denied or such license revoked, after which the administrative hearing officer shall take such actions as he or she in his or her judgment and discretion, shall deem warranted under the facts. All decisions of the administrative hearing officer shall be in writing with reasons therefore stated and mailed or delivered to the applicant, licensee, or the person in charge of the place of business if the license holder cannot be located. In addition, at any hearing as provided herein, the party afforded the hearing shall have the opportunity to present evidence and cross-examine opposing witnesses.

- d) Any person aggrieved by the action or decision of the administrative hearing officer to deny an application for a license applied for under the provisions of this chapter or the revocation or suspension of a license, shall have the right of appeal by certiorari to the Superior Court of Hall County from the decision of the administrative hearing officer, as provided by law.

Sec. 6-13-6. - Penalty for violation.

Any person violating any of the provisions of this chapter shall be punished as provided in section 1-1-7 of this Code.

SECTION II.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional

SECTION IV.

The ordinance is enacted as an amendment to Chapter 6-13 of the Code of Ordinances of the City of Gainesville, Georgia.

SECTION V.

ORDINANCE NO. 2018-10

The effective date of this ordinance shall be upon approval by the governing body of the City of Gainesville.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CHAPTER 6-13. - SIDEWALK CAFES

Sec. 6-13-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning

Sidewalk cafe means the location and use of tables and chairs and other associated equipment and furnishings on the public sidewalk or city-installed and/or approved parklet and operated as an extension of a licensed eating establishment or licensed alcoholic beverage premises ~~in the central business district.~~

Sec. 6-13-2. - Sidewalk cafes allowed in ~~central business~~ the Downtown Dining dDistrict; license required.

(a) Sidewalk cafes shall be allowed in the ~~city zoning~~ Downtown Dining dDistrict, an area as established by resolution of Mayor and Council pursuant to Section 6-4-87(f)(1) of the Code of Ordinances of the City of Gainesville, known as the central business district subject to the provisions of this chapter.

(b) No person shall operate a sidewalk cafe without first obtaining a license from the city manager or designee.

(c) All applications for a license shall be submitted to the city manager or designee and shall contain the following information:

(1) The name, location, description and mailing address of the business applying for the license.

(2) A drawing depicting the location, size and number of tables and chairs at the proposed location of the sidewalk cafe, ~~subject to the following:~~

~~a. A minimum of forty-eight (48) inches, clear and unobstructed, sidewalk space shall be maintained for pedestrian traffic at all times;~~

~~b. If a sidewalk has less than sixty (60) inches clear width, then passing spaces at least sixty (60) inches by sixty (60) inches shall be located at reasonable intervals not to exceed two hundred (200) feet along the sidewalk in order to ensure compliance with the Americans with Disabilities Act;~~

~~c. On the sidewalks of the downtown square,:~~

~~1. Bradford Street between Spring Street and Washington Street;~~

~~2. Washington Street between Bradford Street and Main Street; and~~

~~3. Main Street between Washington Street and Spring Street. The tables and chairs shall be placed in such a manner so as to allow a clear and unobstructed forty-eight inch wide path for pedestrian traffic at all times;~~

~~d. On the sidewalks in other areas of the central business district, the tables and chairs must be placed in the area nearest the building and allow a clear and unobstructed forty-eight inch wide path for pedestrian traffic at all times; and~~

~~e. The area in which a sidewalk café is located shall not extend parallel in either direction beyond the outside walls of the building in which the restaurant is located.~~

~~(2) The name, location, description and mailing address of the business applying for the license.~~

(d) The applicant shall procure and shall maintain comprehensive general liability and broad form property damage insurance as shall protect applicant from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operation of a sidewalk café by the applicant, whether such operations are by the applicant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than one million dollars (\$1,000,000.00).

(e) The applicant shall provide a certificate of insurance acceptable to the city which shall be attached to each signed application when transmitted for final approval. The city shall be named as an additional insured on all coverages. The certificates of insurance, and any subsequent renewals, shall reference the license.

(f) The certificate of insurance shall contain a statement that "Coverages afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the city."

(Ord. No. 2017-19, § I, 8-15-17)

Sec. 6-13-3. - General regulations.

(a) Each sidewalk café shall maintain Aa minimum of forty-eight (48) inches, clear and unobstructed, sidewalk space ~~shall be maintained~~ for pedestrian traffic at all times;

1. On the following sidewalks of the downtown square tables and chairs may be placed either in the area nearest the building or the area nearest the street, so long as a clear and unobstructed forty-eight (48) inch-wide path for pedestrian traffic is maintained at all times:

1. Bradford Street between Spring Street and Washington Street;
2. Washington Street between Bradford Street and Main Street; and
3. Main Street between Washington Street and Spring Street.

4. Spring Street between Main Street and Bradford Street

2. On the sidewalks in other areas of the ~~central business district~~ Downtown Dining District, the tables and chairs must be placed in the area nearest the building and allow a clear and unobstructed forty-eight (48) -inch-wide path for pedestrian traffic at all times; ~~and~~

(b) If a sidewalk has less than sixty (60) inches clear width, then passing spaces at least sixty (60) inches by sixty (60) inches shall be located at reasonable intervals not to exceed two hundred (200) feet along the sidewalk in order to ensure compliance with the Americans with Disabilities Act;

(c) The area in which a sidewalk café is located shall not extend parallel in either direction beyond the outside walls of the building in which the restaurant is located.

(d) The number of patrons occupying the sidewalk café shall not be greater than the total number of chairs located at ~~each~~ the tables within the sidewalk café.

(e) Permit holders shall maintain sidewalk cafe areas and all equipment and furnishings in such conditions as to be clean, sanitary and safe at all times.

(f) ~~A covered trash container with a minimum capacity of thirty-two (32) gallons, containing a disposable plastic liner, shall be provided within each sidewalk cafe area, and it shall be emptied as often as necessary to prevent overflow and other unsanitary conditions. All trash generated from the sidewalk café shall be disposed of inside the restaurant and not in public trash receptacles provided and maintained by the City. Use of the City trash receptacles is cause for revocation of the sidewalk café license.~~

(g) Receptacles for disposal of cigarettes shall be provided for the use of customers of the sidewalk cafe.

~~(e) All tables, chairs, trash containers, and other associated equipment or furnishings shall be removed from the public sidewalk area at the close of business every day.~~

(Ord. No. 2017-19, § I, 8-15-17)

Sec. 6-13-4. - Regulations pertaining specifically to businesses holding alcoholic beverage licenses.

(a) Those businesses holding alcoholic beverage licenses shall store all alcoholic beverages inside their principal building.

~~(b) If customers choose to purchase alcoholic beverages inside the business and take them outside to the sidewalk cafe portion of the restaurant, it shall be the responsibility of the license holder to ensure that alcoholic beverages laws and ordinances are complied with in the sidewalk cafe.~~

~~(c) Except as otherwise permitted by law, it shall be unlawful for any customer to leave the confines of the sidewalk cafe, except to enter the principal building containing the licensed establishment, with alcoholic beverages in such customer's possession.~~

(d) It shall be unlawful for the license holder or employees thereof to permit any person to leave the sidewalk cafe, ~~except to enter the principal building containing the licensed establishment, with alcoholic beverages in such person's possession~~ with an alcoholic beverage unless it is in compliance with the provisions of Sec 6-4-87 (f) of the City of Gainesville Code of Ordinances.

~~(e) The general regulations as set out in section 6-13-3 shall also apply to those restaurants holding alcoholic beverage licenses.~~

(Ord. No. 2017-19, § I, 8-15-17)

Sec. 6-13-5. - Revocation, suspension.

(a) Any violation of this chapter that may warrant revocation of a sidewalk cafe license shall be reported by any person to the city manager or designee who shall have the power, in his discretion, to suspend the license for a period not to exceed ten (10) days pending a hearing before the administrative hearing officer on the question of whether or not the license shall be revoked for cause.

(b) Upon a charge that there has been a violation of this chapter, the city manager or designee may order the use of the sidewalk cafe suspended, pending a hearing on the charge.

(c) Before the denial of any application for a license or for the revocation of any existing sidewalk cafe license subject to the provisions of this chapter, the applicant or licensee, as the case may be, shall be given notice in writing from the city manager or designee to show cause before the administrative hearing officer at a time and place specified therein not less than three (3) days nor more than ten (10) days from the date of service of the notice, why such application for a license should not be denied, or why such license should not be revoked, as the case may be, stating the grounds therefor, and at the appointed time and place the applicant or licensee shall have an opportunity to show cause, if any exist, why such application should not be denied or such license revoked, after which the administrative hearing officer shall take such actions as he or she in his or her judgment and discretion, shall deem warranted under the facts. All decisions of the administrative hearing officer shall be in writing with reasons therefore stated and mailed or delivered to the applicant, licensee, or the person in charge of the place of business if the license holder cannot be located. In addition, at any hearing as provided herein, the party afforded the hearing shall have the opportunity to present evidence and cross-examine opposing witnesses.

(d) Any person aggrieved by the action or decision of the administrative hearing officer to deny an application for a license applied for under the provisions of this chapter or the revocation or suspension of a license, shall have the right of appeal by certiorari to the Superior Court of Hall County from the decision of the administrative hearing officer, as provided by law.

(Ord. No. 2017-19, § I, 8-15-17)

Sec. 6-13-6. - Penalty for violation.

Any person violating any of the provisions of this chapter shall be punished as provided in section 1-1-7 of this Code.

(Ord. No. 2017-19, § I, 8-15-17)

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 5/6/2018

Presenter: Jessica Tullar

Item of Business: PR-2018-13 Community Development Block Grant (CDBG) 2018 Annual Action Plan & Citizen Participation Plan

Meeting Date: 5/15/2018

Purpose of Request:

Public hearing and adoption of resolution approving CDBG 2018 Annual Action Plan and Citizen Participation Plan.

History/Background:

The Community Development Block Grant (CDBG) is an annual allocation of funding received by the City each year from the U.S. Department of Housing and Urban Development (HUD). One of the requirements for receiving these funds is the development of an Annual Action Plan, which must be approved by City Council following a public hearing and submitted to HUD for approval. The Annual Action Plan provides a detailed budget and description of activities the City will carry out with the CDBG funding.

Facts & Issues for Consideration:

The amount of funding allocated to the City of Gainesville for the 2018 program year is \$470,338. A draft version of the plan was made available for public comment and a community meeting was held to discuss proposed activities. CDBG funded activities must address the goals identified within the City's adopted Consolidated Plan (5-year housing plan) and meet one of the three National Objectives of the CDBG Program: (1) Benefit to low- and moderate-income persons; (2) Elimination of slum and blight; or (3) Meeting a particular urgent need.

Department Recommendation:

Hold public hearing and approve the 2018 Annual Action Plan and Citizen Participation Plan Resolution.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Legal Ad for 4/27/2018	Legal Ad
 Legal Ad for 4/30/2018	Legal Ad
 PR-2018-13 Community Development Block Grant (CDBG) 2018 Annual Action Plan & Citizen Participation Plan	Resolution
 Exhibit A_2018 Annual Action Plan & Citizen Participation Plan	Attachments/Exhibits

Committee OKs bill to protect special counsel

BY CHAD DAY AND
MARY CLARE JALONICK
Associated Press

WASHINGTON — Bipartisan legislation to protect special counsel Robert Mueller now lies in the hands of Senate Majority Leader Mitch McConnell after the GOP-led Senate Judiciary Committee voted Thursday to advance it.

McConnell, R-Ky., has said the bill is unnecessary and he won't let it reach the Senate floor. But the chairman of the Senate Judiciary Committee added to the pressure on McConnell by voting for the measure and saying McConnell should change his mind.

"While my constitutional concerns remain, I believe this bill should be considered by the full Senate," said Sen. Chuck Grassley, R-Iowa.

Republicans have split on the issue amid President Donald Trump's repeated criticism of Mueller's Russia investigation. That break was apparent Thursday as

four Republicans joined Democrats in the 14-7 vote to pass the legislation from committee. For now, the move is largely symbolic, given McConnell's opposition, but it shows the complexity of Republican support for Trump when it comes to the president's attacks on Mueller.

Nearly all GOP senators say Trump shouldn't fire Mueller. But Republicans who support the legislation say it's necessary to guard against presidential interference by giving Congress more oversight power.

Two Republicans and two Democrats introduced the bill this month as Trump ramped up criticism of Mueller, who is investigating potential ties between Russia and Trump's 2016 campaign as well as possible obstruction of justice by the president.

Trump appeared to suggest Thursday he has no intention of trying to fire Mueller, for now. But he left open the possibility he could change his mind.

"I am very disappointed in my



J. SCOTT APPLEWHITE / Associated Press

From left, Sen. Lindsey Graham, R-S.C., Sen. Orrin Hatch, R-Utah, and Senate Judiciary Committee Chairman Chuck Grassley, R-Iowa, on Capitol Hill in Washington, Thursday, April 26.

Justice Department. But because of the fact that it's going on, and I think you'll understand this, I have decided that I won't be involved," Trump said in a telephone interview with "Fox & Friends." "I

may change my mind at some point, because what's going on is a disgrace."

The legislation would give any special counsel a 10-day window to seek expedited judicial review of a

firing and would put into law existing Justice Department regulations that a special counsel can only be fired for good cause.

The four lawmakers who wrote the legislation — GOP Sens. Thom Tillis of North Carolina and Lindsey Graham of South Carolina and Democrats Chris Coons of Delaware and Cory Booker of New Jersey — hoped committee approval would give them more time to find enough support in the full Senate.

After the vote, the committee's top Democrat stepped up that effort. "The American people must know the truth, and this bill should now be brought before the full Senate for debate and a vote," Sen. Dianne Feinstein of California said in a statement.

With most Democrats on board, the bipartisan group had worked this week to gather additional Republican votes. That included negotiating with Grassley, who floated an amendment that included increased reporting to Congress by the special counsel.

Ex-policeman accused of being serial killer

BY MICHAEL BALSAMO AND
JONATHAN J. COOPER
Associated Press

SACRAMENTO, Calif.

More than three decades after his trail went cold, one of California's most prolific and elusive serial killers was caught when investigators matched crime-scene DNA with genetic material stored by a relative on an online genealogical site, prosecutors said Thursday.

Authorities have said the DNA tied former police officer Joseph James DeAngelo, 72, to most of the 12 killings he is accused of committing between 1976 and 1986 as part of the Golden State Killer case.

Investigators also allege DeAngelo raped more than 50 women during that period.

Authorities declined to name the DNA site used to track the DNA.

Companies such as Ancestry.com and 23andMe charge customers to use their DNA to produce genetic profiles that determine ethnicity and can identify long-lost relatives, among other services. Both companies said Thursday they weren't involved in the case against DeAngelo.

Sacramento County District Attorney Anne Marie Schubert said investigators surreptitiously obtained his DNA last week from discarded material that ended up matching DNA at crime scenes.

Police received thousands of tips over the years, but DeAngelo's name had not been on the radar of law enforcement before last week, Schubert said.

In other developments Thursday, police in Visalia said DeAngelo is a suspect in the 1976 killing of community college teacher Claude Snelling in the farming community about 40 miles (64 kilometers) south of Fresno.

If the link is confirmed, it would boost the number of victims to 13 in the serial killing case.

DeAngelo worked as a police officer in nearby

Visalia police Chief Jason Salazar said Snelling's death and the region's burglaries weren't part of the tally of crimes authorities released Wednesday in the serial killing case because investigators lacked DNA evidence on those crimes.

Salazar said fingerprints and shoe tracks will be eyed for matches to DeAngelo. Detectives are also looking to see if any items taken during the Visalia burglaries are uncovered during the investigation. In addition, DeAngelo matches the description of Snelling's killer, Salazar said, and the attacker used sophisticated pry tools to gain entrance to locked homes, just as authorities say DeAngelo did in other crimes.

The culprit also wore a ski mask and eluded capture because of an apparent deep knowledge of police work.

"He always had a good escape route," Salazar said. Farrel Ward, 75, served on the Exeter Police Department with DeAngelo. Ward called him a "black sheep," saying he was quiet and didn't fit in with other officers.

Ward said it's possible that DeAngelo helped with a search in a killing he's now suspected of committing. Ward doesn't recall DeAngelo directly working on the case but said it's possible he joined the hunt for the killer.

Ward said he thought DeAngelo was overqualified for the small-town job because he graduated from Sacramento State with a

degree in criminal justice.

"He knew everything about everything, but he didn't have common sense about him," Ward said.

Investigators searched DeAngelo's home on Thursday, looking for class rings, earrings, dishes and other items that were taken from crime scenes.

Authorities were also seeking weapons and other items that could link the suspect to the crimes, Sacramento County Sheriff's Lt. Paul Belli said. He declined to say what, if anything, investigators had found.

Retired FBI profiler Clint Van Zandt said he and others have speculated that the serial killer had police or military training because of the sophistication of the crimes and the suspect's ability to elude capture.

DeAngelo had both. He served six years as a police officer after serving for nearly two years in the Navy during the Vietnam War. After leaving the Exeter police department, he joined the Auburn Police Department outside Sacramento. Auburn fired him in 1979 after he was caught shoplifting a hammer and dog repellent.

Investigators have linked DeAngelo to 11 killings that occurred after he was fired.

"There may have been a revenge aspect to it," Van Zandt said of the crimes. "He was going to show police that he was smarter than any of them and that it was a mistake to fire him."



DeAngelo

Kim crosses border to meet rival

BY FOSTER KLUG
Associated Press

GOYANG, South Korea — With a single step over a weathered, cracked slab of concrete, North Korean leader Kim Jong Un made history Friday by crossing over the world's most heavily armed border to greet South Korean President Moon Jae-in for talks on North Korea's nuclear weapons. Kim then invited Moon to cross briefly back into the north with him before they returned to the southern side.

Those small steps must be seen in the context of the last year — when the United States, its ally South Korea and the North seemed at times to be on the verge of nuclear war as the North unleashed a torrent of weapons tests — but also in light of the long, destructive history of the rival Koreas, who fought one of the 20th century's bloodiest conflicts and even today occupy a divided peninsula that's still technically in a state of war.

Both leaders smiled broadly Friday as Moon grasped Kim's hand and led him along a blindingly red carpet into South Korean territory, where school children gave Kim flowers and an honor guard stood at attention for inspection, a military band playing traditional Korean folk songs beloved by both Koreans and the South Korean equivalent of "Hail to the Chief." It's the first time a member of the ruling Kim dynasty has crossed over to the southern side of the Demilitarized Zone since the Korean War ended in 1953.

Beyond the carefully choreographed surface, however, it's still not clear whether the leaders can make any progress in closed-

door talks on the nuclear issue, which has bedeviled U.S. and South Korean officials for decades. North Korea's nuclear and missile tests last year likely put it on the threshold of becoming a legitimate nuclear power. North Korea claims it has already risen to that level.

Kim's news agency said that the leader would "open-heartedly" discuss with Moon "all the issues arising in improving inter-Korean relations and achieving peace, prosperity and reunification of the Korean peninsula" in a "historic" summit.

The greeting of the two leaders was planned to the last detail. Thousands of journalists were kept in a huge conference center well away from the summit, except for a small group of tightly-controlled pool reporters at the border. Moon stood near the Koreas' dividing line, moving forward the moment he glimpsed Kim, dressed in dark, Mao-style suit, appearing in front of a building on the northern side. They shook hands with the border line between them. Moon then invited Kim to cross into the South, and after he did so, Kim invited Moon back into the North. They then took a ceremonial photo facing the North and then another photo facing the South.

Two fifth-grade students from the Dae-songdong Elementary School, the only South Korean school within the DMZ, greeted the leaders and gave the Kim flowers. Kim and Moon then saluted an honor guard and military band, and Moon introduced Kim to South Korean government officials. Kim returned the favor with the North Korean officials accompanying him.



Kim



Moon

PUBLIC HEARING NOTICE CITY OF GAINESVILLE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

The City of Gainesville will hold a public hearing at 5:30 p.m. on Tuesday, May 15, 2018 during the regularly scheduled City Council meeting to adopt a resolution approving the FY2018 CDBG Annual Action Plan (AAP), with a budget based on an anticipated annual allocation. The AAP details action strategies for carrying out the City's five-year Housing Consolidated Plan and identifies community-specific priorities. A summary of the anticipated budget and activities for the FY2018 AAP include: Total Funding (anticipated 2018 Grant and Projected Program Income) of \$442,753 to be used for Program Administration (\$88,551) and Public Facilities/Infrastructure (\$354,202).

Public comments will be accepted during the public hearing at this meeting. The meeting will be held at the Gainesville Public Safety Complex in the Municipal Court Room located at 701 Queen City Parkway.

Persons with special needs relating to handicapped accessibility or foreign language should contact Jessica Tullar at (770) 531-6570.



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MIGRANT CARAVAN

Buses roll to US border



Central American migrants sit on top of the border wall on the beach in San Diego during a gathering of migrants living on both sides of the border Sunday, April 29.

CHRIS CARLSON / Associated Press

Thousands arrive for rally, mass attempt to apply for asylum

BY ELLIOT SPAGAT
Associated Press

TIJUANA—Packed into five old school buses, hundreds of Central American migrants arrived at the U.S. border Sunday for a rally, to be followed by a planned mass attempt to apply for asylum in a direct challenge to the Trump administration.

The migrants, many traveling with children, left a downtown Tijuana shelter where they had been staying. Police with flashing lights escorted the buses to a cross-border rally at a Pacific Ocean beach, with supporters gathering on both sides of security fencing.

Asked how he felt as he boarded the bus, Nefi Hernandez of Honduras replied, "Nervous." He said

he intended to seek asylum with his wife and baby daughter, who was born on the journey through Mexico.

President Donald Trump and members of his Cabinet have been tracking the caravan of migrants, calling it a threat to the U.S. since it started March 25 in the Mexican city of Tapachula, near the Guatemala border.

Attorney General Jeff Sessions has called the caravan "a deliberate attempt to undermine our laws and overwhelm our system," pledging to send more immigration judges to the border to resolve cases if necessary.

Trump administration officials have railed against what they call America's "catch-and-release" policies that allow people requesting asylum to be released from custody into the U.S. while

their claims make their way through the courts, a process that can last a year.

The arrival at San Diego's San Ysidro border crossing, the nation's busiest, marked the end of a monthlong journey by foot, freight train and bus for the migrants, many of whom said they feared for their lives in their violence-wracked home countries.

Hernandez, 24, said a gang in his hometown threatened to kill him and his family if he did not sell drugs.

Jose Cazares, 31, said he faced death threats in the Honduran city of Yoro because a gang member suspected of killing the mother of his children learned one of his sons reported the crime to police.

But the travelers faced an uncertain future as they prepared to turn them-

selves in and ask for asylum. U.S. immigration lawyers warned them they face possible separation from their children and detention for many months.

Homeland Security Secretary Kirstjen Nielsen said asylum claims will be resolved "efficiently and expeditiously." But she warned that any asylum-seekers making false claims could be prosecuted, as could anyone who assists the migrants in doing so.

Administration officials and their allies claim that asylum fraud is growing and that many who seek it are coached on how to do so.

Asylum-seekers are typically held for up to three days at the border and then turned over to U.S. Immigration and Customs Enforcement.

Kim offers to give up nukes if US vows not to attack N. Korea

BY KIM TONG-HYUNG
Associated Press

SEOUL—North Korean leader Kim Jong Un told his South Korean counterpart at their historic summit that he would be willing to give up his nuclear weapons if the U.S. commits to a formal end to the Korean War and a pledge not to attack the North, Seoul officials said Sunday.

Kim also vowed during his meeting with South Korean President Moon Jae-in on Friday to shut down the North's nuclear test site in May and disclose the process to experts and journalists from South Korea and the United States, Seoul's presidential office said.

While there are lingering questions about whether North Korea will ever decide to fully relinquish its nukes as it heads into negotiations with the U.S., Kim's comments amount to the North's most specific acknowledgement yet that "denuclearization" would constitute surrendering its weapons.

U.S. national security adviser John Bolton reacted coolly to word that Kim would abandon his weapons if the United States pledged not to invade.

Asked on CBS' "Face the Nation" whether the U.S. would make such a promise, Bolton said: "Well, we've heard this before. This is—the North Korean propaganda playbook is an infinitely rich resource."

"What we want to see from them is evidence that it's real and not just rheto-

ric," he added.

Seoul officials, who have shuttled between Pyongyang and Washington to broker talks between Kim and President Donald Trump that are expected in May or June, said Kim has expressed genuine interest in dealing away his nuclear weapons.

But there has been skepticism because North Korea for decades has been pushing a concept of "denuclearization" that bears no resemblance to the American definition. The North has long vowed to pursue nuclear development unless Washington removes its 28,500 troops from South Korea and the nuclear umbrella defending South Korea and Japan.

During their summit at a truce village on the border, Moon and Kim promised to work toward the "complete denuclearization" of the Korean Peninsula but made no references to verification or timetables.

Kim also expressed optimism about his meeting with Trump, Moon's spokesman Yoon Young-chan said.

"Once we start talking, the United States will know that I am not a person to launch nuclear weapons at South Korea, the Pacific or the United States," Kim said, according to Yoon.

Yoon also quoted Kim as saying: "If we maintain frequent meetings and build trust with the United States and receive promises for an end to the war and a non-aggression treaty, then why would we need to live in difficulty by keeping our nuclear weapons?"

Trump trade threats worry farming industry

Montana rancher Fred Wacker had thousands of head of cattle fattening up along the Yellowstone River for export to China when President Donald Trump picked a trade fight with the Asian nation.

The dispute threatens a \$200 million deal that Wacker helped secure last year to ship Montana beef to China, yet the potential setback to his business plans hasn't diminished his stalwart support for Trump.

"I'm not going to follow him over the cliff, but I'll take a pretty good jump," Wacker said as a small team of cowboys on his Cross Four Ranch herded hundreds of cattle onto trucks headed for summer pasture.

Deep in Montana's ag country, ranchers' and farmers' support of Trump is being put to the test as the president's bellicose threats of a trade war risk their livelihoods. It's a constituency that voted heavily for Trump and that has a lot to lose, both in existing trade and new deals like the one involving Wacker that could send tens of thousands of Montana

larger U.S. agriculture industry, which also largely backed Trump but now risks becoming a casualty if a trans-Pacific trade war erupts.

Wacker, his white cowboy hat pulled down tight atop his head as he weighed the outgoing cattle, remains firmly in Trump's camp. He views the Republican president's aggressive stance on China as unsettling but necessary, and hopes it will bring parity to what has long been a lopsided trading relationship between the two nations.

That situation was beginning to reverse itself when Trump reached an agreement with Chinese President Xi Jinping last year to lift a 13-year ban on U.S.

beef exports to China. That opened the door to the deal between Montana ranchers and Chinese e-commerce leader JD.com, Wacker said.

Since Trump challenged China on trade, JD.com has "gone silent," Wacker said, but he remains confident in the president's approach.

"We would not even be talking about this if it weren't for the Trump administration," he said of the deal he helped broker during a trip to Beijing last year.

This largely rural state, once known for its independence in voting for candidates' individual qualities over political party, has grown a deeper shade of red over the past decade.

Associated Press

PUBLIC HEARING NOTICE

CITY OF GAINESVILLE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

The City of Gainesville will hold a public hearing at 5:30 p.m. on Tuesday, May 15, 2018 during the regularly scheduled City Council meeting to adopt a resolution approving the FY2018 CDBG Annual Action Plan (AAP), with a budget based on an anticipated annual allocation. The AAP details action strategies for carrying out the City's five-year Housing Consolidated Plan and identifies community-specific priorities. A summary of the anticipated budget and activities for the FY2018 AAP include: Total Funding (anticipated 2018 Grant and Projected Program Income) of \$442,753 to be used for Program Administration (\$88,551) and Public Facilities/Infrastructure (\$354,202).

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RESOLUTION PR-2018-13

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2018 ANNUAL ACTION PLAN & CITIZEN PARTICIPATION PLAN**

WHEREAS, the City of Gainesville is designated an entitlement grantee by the U. S. Department of Housing and Urban Development (HUD) for the purpose of participation in the *Community Development Block Grant (CDBG)* Program; and

WHEREAS, the Community Development Department is directed to prepare and file an application including all appropriate appendages, assurances, and certifications with the U.S. Department of Housing and Urban Development requesting funding under the *Community Development Block Grant Program for Entitlement Cities*; and

WHEREAS, all proposed activities are consistent with the City's 2014 Consolidated Plan which was approved by HUD and which requires the City to adopt a citizen participation plan which outlines the City's policies and procedures for citizen participation in its CDBG program; and

WHEREAS, the Citizen Participation Plan was created prior to August 17, 2015, and as such, has been updated in accordance with 24 CFR 91.105 and is included as part of Exhibit A; and

WHEREAS, the City of Gainesville has been awarded CDBG-Entitlement funds from HUD in the total amount of \$470,338.00 and anticipates generation of a total amount of \$30,000.00 in program income through Community Development Department program activities; and

WHEREAS, all monies distributed from the *2018 Community Development Block Grant* will be utilized only for specifically designated and approved projects as outlined in the attached Fifth Program Year 2018 Annual Action Plan activities list as set forth in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the 2018 Annual Action Plan and Citizen Participation and authorizes the Mayor and/or City Manager to sign all necessary resolutions, certifications, applications, subrecipient agreements, and documents directly related to obtaining and administering the *2018 Community Development Block Grant* on behalf of the City of Gainesville.

Adopted this ____ day of _____, 2018.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

EXHIBIT A

**CITY OF GAINESVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FIFTH PROGRAM YEAR
2018 ANNUAL ACTION PLAN**

PROGRAM FUNDING SOURCES

2018 Grant Allocation	\$470,338
Projected Program Income	<u>\$ 30,000</u>

TOTAL FUNDING	\$500,338
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PROPOSED ACTIVITIES

BUDGETED AMOUNT

HOUSING REHABILITATION / EMERGENCY REPAIRS

\$ 45,271

Funds will be used to assist income-eligible homeowners with repairs and other housing improvements, including handicap accessibility features and emergency repairs.

PUBLIC FACILITIES OR INFRASTRUCTURE

\$355,000

Acquisition, construction, or rehabilitation of parking lots and parking garages. Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs. Improvements to sidewalks that include the installation of trash receptacles, lighting, benches, and trees. Activities limited to tree planting (sometimes referred to as "beautification"). Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants. Drainage Improvements and the installation of water lines, sanitary sewer and storm sewers associated with developing affordable housing.

PROGRAM ADMINISTRATION

\$100,067

Funds will be used for the management and oversight of all activities carried out under the CDBG Program. The funds cover expenses for salaries, legal fees, advertisements, supplies, and other administrative costs.

TOTAL EXPENDITURES

\$500,338

ANNUAL ACTION PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR 2018/2019



CITY OF GAINESVILLE
May 15, 2018

**Community Development Department
311 Henry Ward Way, SE
Gainesville, GA 30501**



Mission Statement

To enrich the community of Gainesville by practicing good stewardship of resources and providing innovative and exemplary services for all people.

City Council

Mayor C. Danny Dunagan, Jr.
Mayor Pro-Tem Sam Couvillon
Councilmember Zack Thompson
Councilmember Barbara Brooks
Councilmember George Wangemann
Councilmember Ruth Bruner

Management

Bryan Lackey, City Manager
Angela Sheppard, Assistant City Manager
Rusty Ligon, Community Development Director

CITY OF GAINESVILLE, GEORGIA

2018 ANNUAL ACTION PLAN

MAY 15, 2018

Executive Summary

AP-05 Executive Summary -24 CFR 91.200(c), 91.220(b)

Introduction

The City of Gainesville receives Community Development Block Grant (CDBG) funding administered by the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan (AAP) is the document that details action strategies for carrying out the City's five-year Consolidated Plan as a requirement to receive funding for the CDBG program. These plans identify community-specific priorities, including housing, and outlines strategies for addressing them. The City of Gainesville's Consolidated Plan addresses the following activities:

- General Program Administration
- Housing Rehabilitation/Emergency Repair Program
- Public Services
- Public Facilities/Midtown Greenway
- Neighborhood Enhancement
- Property Acquisition
- Demolition Assistance

The AAP is the City's annual guide for the implementation of policies and programs that further HUD's national objectives for the CDBG program. CDBG funds can be used for a variety of activities to help low to moderate (L/M) income people and neighborhoods such as housing rehabilitation, providing public facilities, community services, infrastructure, transitional housing, economic development, code enforcement activities and the elimination of blight. The goal of the plan is to extend and strengthen partnerships among the public and private sector to provide decent housing, establish and maintain a suitable living environment, and expand economic opportunities.

This plan serves as the City's application for federal funding for the following federal entitlement programs:

- Community Development Block Grant (CDBG)

Background

The 2018 AAP represents the fifth year of the City of Gainesville's Consolidated Plan. The Gainesville City Council approved the current Consolidated Plan on May 6, 2014. The plan identifies a comprehensive strategy to address community needs for the 2014-2018 five-year period. The plan associates goals and objectives with current needs throughout the five-year period. The goals and objectives identified guide staff in selecting activities to be carried out during each fiscal year. Specific priorities and goals determined in the Consolidated Plan include the following:

1. Revitalization of neighborhoods that are in a state of decline through:

- Rehabilitation of owner-occupied units.
- Acquisition and demolition of dilapidated housing.
- Acquisition of vacant parcels to assemble land for suitable building sites.
- Construction of affordable housing.
- Conversion of rental dwellings to owner-occupied dwellings with down-payment assistance.
- Improving but preserving neighborhood character.
- Developing programs and services with the private and nonprofit sectors that will aid in the success of revitalization efforts.
- Landscaping/Streetscape improvements and other Public Facilities including infrastructure, public safety, and improving residential desirability and quality of life in low- and moderate-income neighborhoods.
- Support Public Services with funding for Sub-recipient/Nonprofit Agencies that provide housing assistance to special needs populations, homeless providers, elderly services, and other community needs.
- Continue to eliminate lead-based paint hazards in dwellings assisted with federal funding.
- Promote Fair Housing as defined by the Federal Fair Housing Act.

Needs Assessment Summary

The 2018-2019 AAP describes the CDBG activities selected for the 2018 fiscal year. Through data collection and public participation, the City of Gainesville developed and prioritized strategies, objectives, and performance measurements to meet the needs of the community. The plan also includes the resources available to perform the activities, a detailed description of the activities, and maps depicting the areas in which the activities will take place. The activities to be undertaken by the City of Gainesville for the 2018-2019 fiscal year will include the following: Program Administration and the allocation of funds for Public Facilities and Infrastructure Improvements to foster the creation of affordable housing. It is anticipated that a majority of the activities will be completed within the program year. The direct objectives of these activities are to create suitable living environments and to promote economic development activities. The outcomes include availability and accessibility.

In addition to routine community development activities through the CDBG Programs, we continue to seek opportunities to expand the supply of affordable housing units in collaboration with Gainesville Nonprofit Development Foundation, Inc. The development of new housing units will require the experience and oversight of the City of Gainesville's Community Development Department – Special Projects & Neighborhood Development Division.

Evaluation of past performance

While the City of Gainesville has achieved its objectives in the past year, work to eliminate blight and revitalize neighborhoods continues. The City has worked steadily for the past four years to eliminate blight throughout the neighborhoods through the acquisition and demolition of structures to remove dangerous, dilapidated housing; provided code enforcement services to address property maintenance issues; helped homeless persons and persons at risk of becoming homeless; and assisted in the provision of various housing renovations for low- to moderate-income families, persons with special needs and the elderly. The City also reinvested \$24,000 in program income received from activities carried out in previous years. The funds were allocated to activities identified as areas of high priority in the Consolidated Plan as strategic planning initiatives to improve the quality of life for City of Gainesville low- to moderate-income residents.

The City has been successful in achieving many of its goals through community partnerships. Last year, the City collaborated with the Gainesville Housing Authority (GHA), in an effort to redevelop the multi-family, public housing property, originally constructed in 1952, and distressed by several infrastructure, site, and design deficiencies. Though reasonably maintained by dedicated staff and maintenance personnel, Green Hunter Homes (more commonly known as Atlanta Street) was functionally obsolete. The units lacked central air conditioning and were poorly heated, with no provision for heating upstairs. The original structural make-up of the units prohibited installation of much-needed upgrades. The site utilities and infrastructure also were severely insufficient and failing, and the site layout did not allow for connections with the surrounding neighborhoods and communities.

In total, 131 obsolete public housing units were demolished and are being replaced with a multi-phased mixed-income housing community with a total of 252 units, of which 39 are reserved for public housing; 156 are “Low Income Housing Tax Credit” apartments; and 57 units will be market rate. In addition to the residential units, there will be a commercial/retail phase on the project site, fronting Athens Hwy. The GHA utilized CDBG funding for reimbursement to the agency for expenses related to the Atlanta Street Redevelopment-Walton Summit project, for the sole purpose of site work, demolition, infrastructure and grading, as necessary for the construction of affordable housing. CDBG funding has been used as leverage funding to support the efforts of the housing units. It is estimated that the overall project will be completed by December 2019.

Additional funds were allocated towards activities that are still underway including streetscape efforts in a low-mod income census tract in order to support economic development and to improve the living environment and buffer development and provide additional measures to protect a low-mod income neighborhood from an incompatible industrial development. The 2017 program year is still underway and evaluation of those efforts will be reported in the 2017 CAPER report. Performance for the City of Gainesville continues to be successful.

Citizen Participation Summary

The City of Gainesville recognizes the importance of citizen participation and includes it as a goal in the CDBG program. Citizens are informed of public hearings, public meetings, City Council meetings and work sessions. Gainesville complies with HUD’s requirements, as listed in the federal regulations 24 CFR 91.105, through adoption and amendments of its citizen participation plan, which sets forth the policy and procedures towards the development or revisions of the: Citizen Participation Plan, Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report for citizen participation. The following summarizes our citizen participation plan process for the development of the 2018 Annual Action Plan:

- a) Public Meeting within a neighborhood held to discuss the development of the draft plan;
- b) Draft of the plan made available for 30 days to the public for comment (15 day permitted in 2018 per HUD);
- c) Public Meeting to discuss the draft plan at City Council Work Session;
- d) Official Public Hearing held at City Council meeting, at which the public invited to comment.

5. Summary of public comments

No comments were received by the public during the 30-day comment period nor during the public community meeting.

6. Summary of comments or views not accepted and the reasons for not accepting them

None received

7. Summary

Based on the activities currently funded and other needs identified in the City's 2014-2018 Consolidated Plan (as adopted in May 2014), Gainesville has determined that the most appropriate use of its 2018 CDBG allocation is for Public Facilities/Infrastructure improvements, Housing Rehabilitation/Emergency Repairs, and Program Administration.

Agency/entity responsible for preparing/administering the Consolidated Plan

The City of Gainesville is the lead agency and local jurisdiction responsible for overseeing the development of the Consolidated Plan, the implementation of the Annual Action Plans, and the administration of CDBG entitlement funds. A modified City Manager-Council form of government governs the City of Gainesville. This governing body consists of an elected Mayor, who serves as the ceremonial head of the City and presiding officer, and a five member elected City Council. The City Manager and City Attorney are appointed by the City Council.

AGENCY ROLE	NAME	DEPARTMENT/AGENCY
GRANTEE	CITY OF GAINESVILLE	COMMUNITY DEVELOPMENT

CDBG Program Plan Public Contact Information

Jessica Tullar, AICP
Special Projects & Neighborhood Development Manager
City of Gainesville
Community Development
Phone: 770.531.6570
Fax: 770.297.7826
Email: jtullar@gainesville.org

Introduction

Consultation on the development of the plan began in March 2018. Efforts were made to contact stakeholders and obtain their input for the content of this plan through a variety of strategies, including internal departmental meetings (to include Code Enforcement, Building Inspections, Special Projects/Neighborhood Development, and Planning staff); public notices; public community meeting; and public hearing. These consultations, coupled with citizen participation, provided the direction for plan development.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Gainesville works closely with public, private and nonprofit sector service providers to ensure delivery of services to residents and to promote interagency communication and planning. The City has representatives on many of the nonprofit agency boards and/or advisory committees. The Community Development Department works with various housing, health, mental health and service agencies to gather data and identify gaps in services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Georgia Department of Community Affairs provides "McKinney Act" homeless funds to agencies within the City of Gainesville for their "Balance of State Continuum of Care". These funds assist with emergency shelters and transitional housing, preventing homelessness, outreach, and supportive services. Gainesville's City Council pledges support to local groups that apply for funding through the DCA to coordinate care and services for this population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The ESG program is administered through the Georgia Department of Community Affairs.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities:

Table 1 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	GAINESVILLE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted through meetings. The Gainesville Housing Authority works closely with City staff to address community needs in a strategic manner to extend the use of federal funds coming into the city.
2	Agency/Group/Organization	DISABILITY RESOURCE CENTER, INC.
	Agency/Group/Organization Type	Services: Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted through meetings. The agency will notify their participants and share the details of our programs. Efforts will continue to address the needs of the disabled within the Community.
3	Agency/Group/Organization	Gateway House, Inc.
	Agency/Group/Organization Type	Housing Services: Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Transitional Housing

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through meetings. Currently working on additional opportunities to collaborate in the development of additional transitional housing units.
---	--

Identify any Agency Types not consulted and provide rationale for not consulting

Attempts to identify and include all agencies are made.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Georgia Department of Community Affairs	

Table 2 – Other local / regional / federal planning efforts

The Georgia Department of Community Affairs provides “McKinney Act” homeless funds to agencies within the City of Gainesville for their “Balance of State Continuum of Care”. These funds assist with emergency shelters and transitional housing, preventing homelessness, outreach, and supportive services.

**Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City of Gainesville recognizes the importance of citizen participation and values engaging the community in developing activities for each upcoming year. Gainesville will continue to search for avenues to increase the level of participation by the community. Resources to better the City's current plan include HUD recommendations; contact with other cities to review their plans, and consideration of input from the local community to increase involvement.

The City also encouraged public participation in developing the 2018 Annual Plan by making a copy of the plan available to various committees, a copy accessible on the City of Gainesville website, and in the Community Development Department for the general public, nonprofits and other interested parties to review and submit comments from March 14, 2018 through April 15, 2018.

At all public meetings, the 2018 Annual Action Plan was reviewed and discussed. The major discussion was on the type of activities proposed for the 2018 fiscal year.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting: Neighborhood Meeting in the Fair Street area	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	15	No comments	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	TBD	TBD	TBD	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ads	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No responses received	None received	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No responses received	None received	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Email Invitation	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	15 attended community meeting; no additional responses	No comments	None	

Table 3 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	• Acquisition • Admin and Planning • Economic Development • Housing Public • Improvements • Public Facilities/ Infrastructure • Housing Rehabilitation/ ERP	470,338	30,000	0	500,338	470,338	

Table 4 - Expected Resources – Priority Table

Federal funds will enhance and extend the availability of local funds for other economic development activities within the City of Gainesville. The use of federal funds continues to leverage local monies to address community-wide slum and blight. Local contributions from the Gainesville Nonprofit Development Foundation provide funding to assist with program administration. As well, the City of Gainesville or the Gainesville Nonprofit Development Foundation may provide property to assist with the development of Affordable Housing. Additionally, the City of Gainesville provides tax incentives in targeted areas to encourage development by the private sector.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	General Program Administration	2014	2018	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Affordable Housing Economic Development Public Facilities Non-Housing Community Development	CDBG: \$100,067	Other: 1 Other
2	Affordable Housing Goal #4 Rental Units	2014	2018	Affordable Housing Non-Homeless Special Needs	Fair Street Neighborhood Midtown - Greenway	Affordable Housing Public Facilities	CDBG: \$250,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 252 Households Assisted
3	Non-Housing Goal #4 Neighborhood Revitalization	2014	2018	Non-Housing Community Development	Midtown-Greenway / Davis Street Road and Sidewalk Improvements	Public Facilities Non-Housing Community Development	CDBG: \$52,500	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 5 Households Assisted
4	Public Facilities Goal #1 Midtown Greenway	2014	2018	Affordable Housing Non-Housing Community Development Economic Development	Midtown-Greenway Citywide	Public Facilities Non-Housing Community Development	CDBG: \$52,500	Public Facility of Infrastructure Activities other than Low/Moderate Income Housing Benefit: 8,651 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Affordable Housing #1 Housing Rehabilitation / ERP	2014	2018	Affordable Housing	Citywide	Affordable Housing	CDBG \$45,271	Homeowner Housing Rehabilitated: 3 Household Housing Units

Table 5 – Goals Summary

Goal Descriptions

1	Goal Name	General Program Administration
	Goal Description	Funds will be allocated for staff salary, planning, and administrative service delivery costs for implementing the Community Development Block Grant Program.
2	Goal Name	Affordable Housing Goal #4: Rental Units
	Goal Description	Funds will be used to support the development of affordable rental housing as part of the Atlanta Street redevelopment. At completion, the project will provide 252 affordable rental units. 90% of the units will be income restricted to 60% AMI and less.
3	Goal Name	Non-Housing Goal #4: Neighborhood Revitalization
	Goal Description	Funds will be used to support community revitalization and affordable housing efforts to include infrastructure activities, utility improvements, roadway design, landscape plantings, and sidewalk repair.
4	Goal Name	Public Facilities Goal #1: Midtown Greenway
	Goal Description	Gainesville Midtown Multiuse Trail - Phase II. The City plans to extend the Midtown Greenway and improve the aesthetics of the area. When completed, the multiuse trail will provide an alternative mode of transportation, recreational opportunities, and pedestrian connections to the Downtown Square, the Elachee trail system, and the Rock Creek Greenway.
5	Goal Name	Affordable Housing Goal #1: Housing Rehabilitation & Emergency Repairs
	Goal Description	Housing rehabilitation and emergency repairs assistance to income-eligible, owner-occupied applicants

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The City's affordable housing strategy is to continue to provide assistance to low- to moderate-income homeowners by providing rehabilitation and emergency repair funds through CDBG dollars and to seek regularly CHIP funding from the DCA in order to provide additional funds for the rehabilitation of owner-occupied housing units. The City estimates completing three (3) homeowner rehab projects during the program year.

Projects

AP-35 Projects – 91.220(d)

Introduction

The 2018 Annual Action Plan describes the CDBG activities proposed for the City's 2018/2019 fiscal year. The Five-Year Consolidated Plan guides development of the plan and selection of activities to be undertaken. The plan also includes the resources available to perform the activities, a detailed description of the activities, and maps depicting the areas in which the activities will take place. The activities to be undertaken by the City of Gainesville for the 2018/2019 fiscal year will include Program Administration and Public Facilities, Infrastructure Improvements. It is anticipated that a majority of the proposed activities will be completed within the program year. In addition to routine Community Development activities through the CDBG Programs, the City continues to seek opportunities to expand the supply of affordable housing units with the assistance of the Gainesville Nonprofit Development Foundation, Inc. The development of new housing units will require the experience and oversight of the City of Gainesville's Community Development Department – Special Projects & Neighborhood Development Division.

Projects

#	Project Name
1	General Program Administration
2	Affordable Housing Rental Units
3	Neighborhood Revitalization
4	Public Facilities and Infrastructure Improvements
5	Housing Rehabilitation & Emergency Repairs

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:

Previous assessments of housing include the information provided in the Consolidated Plan and the City's 2040 Comprehensive Plan. The plan identifies neighborhoods, neighborhood planning units, and target areas which are subareas of the city limits. As required, the plan utilizes census tracts and utilizes even smaller units of geography, census block groups, to establish boundaries constituting subareas of the city. Geographic priorities for the 2014-2018 Consolidated Plan are as follows:

- Housing rehabilitation, demolition of dilapidated buildings, and infrastructure improvements within the Hillcrest Avenue local target area (within the Bradford-Ridgewood Neighborhood Planning Unit);
- Midtown Greenway local target area.
- Rehabilitation of the existing housing stock, neighborhood beautification, parks, greenspace, public infrastructure and economic development opportunities in the Newtown local target area (within the Fair Street Neighborhood Planning Unit).
- The Fair Street neighborhood local target area (Consolidated Plan, pp. 80-81).
- Neighborhoods on the City's fringes and within adjoining unincorporated areas which are priorities for

a proposed land bank.

- Housing sweep to have property owners improve or demolish housing within target areas of blight.

The needs assessment conducted as part of the Consolidated Plan process was based on a survey which was sent out to all service provider agencies. Such agencies and partners include but are not limited to: The Salvation Army, Gateway House, Inc., Gainesville City Baptist Mission, Avita Community Partners, Gainesville Action Ministries, and The Guest House. The needs assessment generally identifies affordable housing, public services, public facilities and infrastructure improvements, and economic development activities as the priority needs for Gainesville. As identified in the Consolidated Plan, there is a significant demand for quality, subsidized housing in Gainesville. The City of Gainesville offers assistance to low- and moderate-income citizens on a city-wide basis with an emphasis on activities located within census tracts 8 and 11. Census tract 8 has an African American population ranging from 45% to 65%, a Hispanic population ranging from 20% to 40% and poverty levels of 25% to 35%. Census tract 11 has an African American population ranging from 5% to 25%, a Hispanic population ranging from 60% to 80%, and poverty levels of 23% to 44%.

“Concentration” is defined in the Consolidated Plan as areas that report greater than 30% of households with housing problems reported as indicated by the Comprehensive Housing Affordability Strategy (CHAS) data provided by the U.S. Department of Housing and Urban Development. All of the low-income census tracts in Gainesville have a high concentration of households reporting housing problems (Consolidated Plan, p. 73).

AP-38 Project Summary

Project Summary Information

1	Project Name	General Program Administration
	Target Area	Citywide
	Goals Supported	General Program Administration
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$100,067
	Description	Staff salary, planning, and administrative service delivery costs for implementing the Community Development Block Grant Program.
	Target Date	06/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City-wide
	Planned Activities	Staff salary, planning, and administrative service delivery costs for implementing the Community Development Block Grant Program. Update Consolidated Plan.

2	Project Name	Public Facilities and Infrastructure Improvements
	Target Area	Midtown – Greenway Area / Fair Street Area NPU
	Goals Supported	Affordable Housing Goal #4 Rental Units
	Needs Addressed	Affordable Housing Public Facilities
	Funding	CDBG: \$250,000
	Description	Leverage funding to support efforts towards the construction of 252-unit, mixed-income housing units.
	Target Date	December 2019
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 252 income-eligible households will be assisted.
	Location Description	240 Atlanta Street, Gainesville, GA 30503
	Planned Activities	Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants. Drainage Improvements and the installation of water lines, sanitary sewer and storm sewers associated with developing affordable housing.
3	Project Name	Midtown Redevelopment Area “The Enclave Cottages”
	Target Area	Midtown-Greenway Area: Davis Street & Queen City Parkway
	Goals Supported	CDBG funds are proposed to be used in part for various public facilities and infrastructure improvements that serve program goals. Such activities include: acquisition, construction, or rehabilitation of parking lots and parking garages; installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs, improvements to sidewalks that include the installation of trash receptacles, lighting, benches, and trees, installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants, drainage Improvements and other infrastructure associated with developing affordable housing.
	Needs Addressed	Economic development, public facilities, non-housing community development.
	Funding	CDBG: \$52,500

	Description	Public facility or infrastructure activities other than low/mod income housing benefit.
	Target Date	May 2019
	Estimate the number and type of families that will benefit from the proposed activities	Housing units to benefit: 5
	Location Description	Midtown Redevelopment Area: Davis Street & Queen City Parkway
	Planned Activities	CDBG funds are proposed to be used in part for various public facilities and infrastructure improvements that serve program goals. Such activities include: acquisition, construction, or rehabilitation of parking lots and parking garages; installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs, improvements to sidewalks that include the installation of trash receptacles, lighting, benches, and trees, installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants, drainage Improvements and other infrastructure associated with developing affordable housing.
4	Project Name	Gainesville Midtown Multiuse Trail - Phase II
	Target Area	Midtown Greenway
	Goals Supported	Public Facility of Infrastructure Activities other than Low/Moderate Income Housing Benefit.
	Needs Addressed	Economic development, public facilities, non-housing community development.
	Funding	CDBG: \$52,500
	Target Date	December 2019
	Estimate the number and type of families that will benefit from the proposed activities	This will benefit all households in Census Tracts 8 and 11 with a combined population of 8,651 an approximately 2,800 households. These are two of our poorest communities.
	Location Description	
	Planned Activities	Phase II of the Midtown Greenway Multiuse Trail to promote connectivity within the community and create a more suitable living environment.

5	Project Name	Housing Rehabilitation / Emergency Repairs
	Target Area	Citywide
	Goals Supported	Affordable Housing Goal #1: Housing Rehabilitation/ERP
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$45,271
	Target Date	06/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	3
	Location Description	
	Planned Activities	Repairs made to approximately 3 homes.

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Program activities carried out by the City of Gainesville will occur throughout the City, but some specifically within the Midtown Redevelopment Area. This area, which is located south of the Gainesville Central Business District, is bound on the north by Jesse Jewell Parkway, on the west by E.E. Butler Parkway, on the east by Queen City Parkway, and to the south by the Norfolk-Southern rail line. The area involved has been included in City of Gainesville revitalization activities for many years; however, a more economic effort is underway in an attempt to address needs of this and surrounding low-income areas. Please see attached maps of census tracts containing areas of minority concentration and low-income block groups. The targeted area is located in census tracts with high minority populations and high poverty levels.

Geographic Distribution

Target Area	Percentage of Funds
Fair Street Neighborhood / Midtown	50
New Town	
Midtown - Greenway	21
Hillcrest Avenue	
Citywide	29

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Gainesville, which has shorelines along Lake Sidney Lanier, is located in northeast Georgia about 50 miles northeast of Atlanta and 40 miles northwest of Athens. The City of Gainesville serves as the economic center and county seat for Hall County, and continues to grow in its role as the medical hub for northeast Georgia. Gainesville has an estimated population of 40,000 (US Census data Quick Facts, July 1, 2017). From 2010 to 2015, the population increased by 7.4 percent.

The City of Gainesville offers assistance to low- and moderate-income citizens on a citywide basis with an emphasis on activities located within census tracts 8 and 11. Census tract 8 has an African American population ranging from 45% to 65%, a Hispanic population ranging from 20% to 40% and poverty levels of 25% to 35%. Census tract 11 has an African American population ranging from 5% to 25%, a Hispanic population ranging from 60% to 80%, and poverty levels of 23% to 44%. Maps supporting this data have been attached for reference.

Discussion

The City of Gainesville will continue to offer assistance to low- and moderate-income citizens on a citywide

basis with an emphasis on activities located within census tracts 8 and 11.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Gainesville has administered a very successful Rehabilitation and Emergency Repair Program (ERP) funded with CDBG allocations. The ERP assists elderly and/or disabled homeowners with grants of up to \$10,000 to complete specific repairs to their homes. The City plans to fund this program annually. For individuals or properties that do not qualify for the ERP, other funds may be available through the city's CHIP program or the Gainesville Nonprofit Development Foundation. These programs target very low and low-to-moderate income households to sustain the availability of affordable housing. In 2018, the City will not provide funding opportunities for nonprofits from the public service category. Therefore, public assistance programs will not be funded and the one-year goal for the number of households to be supported are zero.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 8 - One-Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 9 - One-Year Goals for Affordable Housing by Support Type

Discussion

The City's affordable housing strategy is to continue to offer assistance to low- to moderate-income homeowners by providing rehabilitation and emergency repair funds through CDBG dollars and to seek regularly CHIP funding from the Georgia DCA in order to provide additional funds for the rehabilitation of owner-occupied housing units. The City will collaborate with and support public and private agencies, when possible, to further the development of affordable housing. In addition, the City of Gainesville continues to develop affordable housing with a grant from the State of Georgia for the development of new affordable housing units. It is expected that five new homes will be built with CDBG and HOME funds during the 2018/2019 fiscal year.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Gainesville does not plan to undertake capital improvements in 2018/2019 that directly affect public housing. Infrastructure Improvements in areas adjacent to Housing Authority properties are being considered.

Actions planned during the next year to address the needs to public housing

The City of Gainesville does not plan to undertake capital improvements in 2018/2019 that directly affect public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

There are no specific actions planned during 2018/2019 to address the needs for public housing. The GHA does a great job at accessing these needs.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

The City of Gainesville and the GHA continue to support each other's efforts as redevelopment opportunities of low-income areas arise. Both agencies are working together to develop better Public Housing and to enhance areas surrounding existing public housing properties.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Georgia Department of Community Affairs provides McKinney-Vento Act homeless funds to agencies in the City of Gainesville from their “Balance of State Continuum of Care”. These funds assist with emergency shelters and transitional housing, preventing homelessness, outreach, and supportive services. The Salvation Army and Avita. have applied for funding from the Georgia DCA for the upcoming funding year.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The City’s goal is to provide decent housing to all and reduce the threat of pending homelessness in Gainesville. There are approximately 98 total beds offered for the homeless by seven agencies in the City of Gainesville. Of these, 32 are emergency beds and 66 are transitional beds for families. The majority of the funding for the homeless is provided by the Georgia DCA through the “Balance of State Continuum of Care”. Funding is the greatest obstacle to addressing this goal.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency and transitional housing needs may be addressed through grant funding opportunities, such as the competitive Continuum of Care process, or through other state or local funding streams.

In 2010 program year, through City and County collaboration, the first Homeless Coalition Group was established. With the support of the Community Service Center, the group has established the following goals:

- Create a directory of homeless assistance providers
- Take an inventory of homeless services
- Identify funding sources for homeless activities
- Track homeless persons
- Educate the community about homelessness

The development of this coalition will greatly aid local goals for addressing homeless issues in our community. The group has created a comprehensive list of all available resources countywide to address homelessness issues. The group has not completed any other goals to date. During the 2014 fiscal year, the City of Gainesville provided funding to assist with the development of six new transitional housing units.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Gainesville is not a direct recipient of the Emergency Solutions Grant (ESG), which could assist with housing the homeless and provide services to prevent homelessness, re-house or otherwise permanently house the homeless. ESG funding is made available through a competitive process through the Georgia DCA.

The City will encourage local social service agencies and developers to buy and rehabilitate current housing stock for persons with HIV/AIDS. The City will also work toward the goal of adding subsidized rental units for the disabled/mentally ill (non-homeless) using the following strategies:

- Acquire land for future development of small multifamily (12 units) subsidized rental property targeting the disabled and/or mentally ill.
- Induce developers through low interest loans to increase the amount of supply at the extremely low and low-income level.
- Provide funds for handicapped accessibility modifications.
- Require developers of new rental complexes to provide handicapped units.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's goal is to provide citizens with special needs access to all resources and decent affordable housing. Handicapped Accessibility Modifications are addressed with all housing repair programs carried out by the city. Modifications include the installation of wheelchair ramps, grab bars in bathrooms, door widening, bathroom modifications, and kitchen modifications if needed and funds are available. All new homes built with funds from the Gainesville Nonprofit Development Foundation and the Georgia DCA meet current visitability standards. The City also made FY2015 funding available on a competitive basis to public services agencies that provide these services; however, no agencies applied for this type of assistance.

The City's public service agencies assist households through the use of HOPWA for:

- Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
- Tenant-based rental assistance
- Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
- Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds

Discussion

According to the 2010 Census, approximately 350 people reported to be homeless. During our interviews with

homeless providers, all agreed that this number is understated. However, the extent of the homeless situation is nearly impossible to quantify. Homeless needs have been addressed in Gainesville; however, service providers stated that there is a demand for additional transitional supply. Several providers also indicated that there is demand for more permanent affordable housing for households that suffer with homelessness, particularly those with poor credit or who are unemployed.

There are approximately 98 total beds offered for the homeless by seven agencies in the City of Gainesville. Of these, 32 are emergency beds and 66 are transitional beds for families. Historically, The Salvation Army and Gainesville Action Ministries reportedly maintained a greater number of transitional housing beds. Based on information gathered through survey responses there does appear to be a need for additional transitional housing for all population groups including individuals, families, and victims of domestic violence. This need also was reported by other market participants, representatives of service providers in particular. The largest need appears to be for families and victims of domestic violence.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

There does not appear to be any one significant barrier to constructing affordable housing (both rental and single-family homes) within Gainesville. It is important to note, however, that the City is aware of the lack of vacant affordable land upon which to build. Other barriers that typically affect housing costs are as follows:

- Lack of developable land and/or where development is restricted using zoning.
- Cost of developable land and construction.
- Credit worthiness of potential buyers for homeownership.
- Social opinions discouraging affordable development in particular neighborhoods (“Not in My Backyard”- NIMBY).
- Lack of responsible landlords for maintaining safe and clean living conditions.
- Credit worthiness of potential renters.

These barriers to affordable housing are most likely to affect the growth of affordable housing in Gainesville. There is no single factor that can prevent or reduce the barriers; however, any initiative taken to promote affordable housing should be taken to avoid situations such as “NIMBY.” Unfortunately, areas where there are high concentrations of low to moderate income areas are those where property values are already low. The housing conditions in these areas are most likely poor.

Recently Myrtle Terraces, a LIHTC project supported by the City of Gainesville opened offering 84 affordable housing units to persons 55 and older. In addition, Walton Communities is currently constructing 84 affordable housing units of a planned three phased apartment development. Residents are expected to start moving into the first building in April 2018. Tax credits for all three phases have been awarded. A total of 252 affordable housing units are expected at completion.

The City of Gainesville has adopted the following strategies to remove or ameliorate barriers to affordable housing

- Create Fair Housing Brochure in English and Spanish.
- Met with Local Housing Partners with Metro Fair Housing Services, Inc., to deliver brochures and determine needed fair housing support services.
- Distribute Fair Housing Posters.
- Meet with local realty companies to discuss and identify barriers and strategies to eliminate.
- Help promote and advertise the International Festival and other local cultural events.
- Identify major groups in the community and learn their history (i.e., length of residence, migration patterns, changes in political, economic, and social status
- Convene a community council comprised of influential leaders from different groups to help review, analyze, and summarize the information gathered.

- Work with the community council to identify potential entry points and/or strategies for building an inclusive community.
- Apply for Lead Outreach Grant Program.
- Distribute pamphlets *Protect Your Family From Lead in Your Home* in English and Spanish through school system, Boys and Girls Club, community organizations and churches with a concentration on African American.
- Meet with local realty companies.
- Meet with Real Estate Trade Associations to discuss findings of AI and develop strategies to reduce instances of impediments to fair housing.
- Mail a copy of the AI to local realtors and mortgage financial institutions.
- Review and revise development codes as appropriate to address special housing needs and opportunities such as elderly housing and accessory dwelling units.
- Review existing regulations and remove any unnecessary impediments to affordable housing (e.g., redundant reviews, overly restrictive building codes for rehabilitation projects) and revise as appropriate.
- Work to eliminate land speculation in the market place which has driven up land prices.
- Provide funding to organizations who provide financial literacy courses as well as credit counseling.

AP-85 Other Actions – 91.220(k)

Introduction:

The 2018 Annual Action Plan describes the jurisdiction's planned activities to carry out the following goals outlined in the Consolidated Plan:

- Housing assistance for households at or below 80% of area median income;
- Public services for homeless and non-homeless special needs populations;
- Non-Housing Community Development;
- Public improvements and facilities to benefit low- and moderate-income persons;
- Creation of suitable living environments; and
- Economic Development Opportunities.

Actions planned to address obstacles to meeting underserved needs

The City will continue to provide funds to nonprofit entities or eligible activities assisting low- to moderate-income households. Eligible Public Assistance activities according to Section 105(a) of the Community Development Act include, but not limited to:

- Employment services (e.g. job training);
- Crime prevention and public safety; Child care;
- Health Services;
- Substance abuse services (e.g. counseling and treatment);
- Fair housing counseling;
- Education programs; Services for senior citizens; and
- Services for homeless persons.

No new funding will be allocated in the 2018/2019 program year.

Actions planned to foster and maintain affordable housing

In an effort to maintain the current affordable housing stock, the City of Gainesville continues to fund owner-occupied housing rehabilitation programs. Since 2001, the City has rehabilitated 45 homes with a total cost of \$1,256,578.

Actions planned to reduce lead-based paint hazards

Lead poisoning is one of the worst environmental threats to children in the United States. While anyone exposed to high concentrations of lead can become poisoned, the effects are most pronounced among young children. All children are at higher risk than adults to suffer lead poisoning, but children under age six are more

vulnerable because their nervous systems are still developing. At high levels, lead poisoning can cause convulsions, coma, and even death. Such severe cases of lead poisoning are now extremely rare, but do still occur. At lower levels, observed adverse health effects from lead poisoning in young children include reduced intelligence, reading and learning disabilities impaired hearing and slowed growth.

An important initiative emanating from H.U.D in the last decade is the reduction of lead-based paint hazards, and many jurisdictions around the country have focused a concerted effort to reach this goal. The federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992) amends the Lead-Based Paint Poisoning Prevention Act of 1971, which is the law covering lead-based paint in federally funded housing. These laws and subsequent regulations issued by the U.S. Department of Housing and Urban Development (24 CFR Part 35) protect young children from lead-based paint hazards in housing that is financially assisted or being sold by the federal government.

In property rehabilitation projects involving the City of Gainesville, the City will assess whether lead-based paint might be present and, if so, follow the guidelines set forth in the Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X of the Housing and Community Development Act of 1992 (Title 24, Part 35 of the Code of Federal Regulations).

The City of Gainesville is committed to testing and abating lead in all pre-1978 housing units assisted with federal grant funds in any of the housing programs implemented. Currently, the City of Gainesville has contracted with an agency to provide all lead testing and clearance activities.

Actions planned to reduce the number of poverty-level families

The City of Gainesville's anti-poverty strategy focuses on helping all low-income households improve their economic status and remain above poverty levels. This may include, but is not limited to, job training, education, healthcare services, and emergency assistance. Current programs to eliminate poverty are provided by Georgia Department of Labor, Lanier Technical College New Connections to Work, Consumer Credit Counseling Service, and Chamber of Commerce's Quality Education Strategy Team. In addition, City of Gainesville housing programs inherently address poverty by creating housing opportunities for low-income households. Without these housing opportunities, many low-income households would not be able to afford housing rehabilitation costs or to purchase a home. Additionally, the funding of CDBG Public Service activities, such as transitional housing providers, allows individuals that would normally reside in impoverished conditions the opportunity to establish themselves in order to find suitable employment. Such efforts will work to reduce the number of persons currently living in poverty.

Actions planned to develop institutional structure

The City of Gainesville works closely with the United Way, Gainesville Housing Authority, state and local agencies and governments, and other service providers to coordinate the delivery of services to City residents. The City has representatives on many of the nonprofit boards and advisory committees. The

Community Development Department will consult with various housing, social services, elderly and disability agencies to both gather data and identify service gaps. While there are unmet needs within the City of Gainesville, we have not identified any significant gaps in the service delivery system provided by the institutions within the City.

Actions planned to enhance coordination between public and private housing and social service agencies

Public Housing in the City of Gainesville is managed by the Gainesville Housing Authority. The quasi-governmental authority is governed by its board of commissioners which are appointed by the City. There are a total of 364 public housing units. The Housing Authority receives federal funds to modernize and repair those units. The City of Gainesville Community Development Department is working closely with the Housing Authority to offer Financial Literacy classes to public housing residents and other citizens. Efforts are also being made to identify Housing Authority residents that may be ready for homeownership. Assistance from the City of Gainesville down-payment assistance program has been made available to assist residents with purchasing a new home. Such actions will help housing authority residents become more independent and make units available for families with greater needs.

Discussion:

CDBG program funds are provided to low-income individuals for housing rehabilitation and homebuyer purchase assistance. These funds are provided in a variety of forms and will be extended to persons with incomes up to but not greater than 80% of the Area Median Income adjusted by family size as published by the U.S. Department of Housing and Urban Development. Assistance provided for homebuyer assistance will be in the form of secondary mortgages. Listed below are the recapture provisions for rehabilitation and homebuyer assistance programs with maximum amounts of assistance available for the activity. A Deed of Trust and Promissory Note for the amount of assistance provided under the program will be used to secure the assistance. Should the recipient default under program requirements, collection of the funds will be pursued with legal guidance as documented on the deed of trust and promissory note as recorded. Assistance may be in the form of deferred loans or amortized loans.

- Housing Rehabilitation Assistance will be offered to persons/families with incomes up to but not greater than 80% of the area median income adjusted by family size and as published annually for Gainesville. The combination of a grant or a low-interest loan is available. Deferred loans are due upon sale or transfer of the property. The amount of assistance varies by home depending on the needs to be addressed; however, the total rehab cost will not exceed 110% of after rehab value.

Assistance provided to nonprofit agencies through the CDBG Program will be secured with a sub-recipient agreement. Should the agency fail to comply with program rules, the assistance will be recaptured.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-incomes. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate-incomes. Specify the years covered that include this Annual Action Plan.	95.00%



CITY OF GAINESVILLE CITIZEN PARTICIPATION PLAN

APPLICABILITY AND ADOPTION

The City of Gainesville (Grantee) is required to adopt a Citizen Participation Plan that sets forth the policy and procedures towards the development or revisions of the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report for citizen participation.

The plan contains the required elements listed in the regulations 24 CFR 91.105 as is applicable to the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report.

STANDARDS

1. Citizen participation will be approached on a community-wide and a neighborhood level.
2. The City will consider any comments and views received and, if deemed appropriate, modify plans and programs accordingly.
3. Citizen participation requirements will not be construed to restrict the authority of the City to develop plans, programs, and activities to be accomplished with federal funds.
4. All aspects of citizen participation shall be conducted in an open manner with freedom of access for all interested persons.
5. There shall be involvement of low- and moderate-income persons, members of minority groups, residents of Neighborhood Strategy (Community Development) Areas and other areas where a significant amount of activity is proposed or ongoing, the elderly, the handicapped, and others who are concerned about the program.
6. Citizens shall be provided adequate and timely information so they can be meaningfully involved at various stages of the program.
7. Submission of views, comments and proposals by citizens is encouraged and solicited.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

The City of Gainesville will provide its citizens with an adequate opportunity to participate in the planning and development of its Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report. It will also encourage participation from both public and private organizations, in the implementation, monitoring, and evaluation of the use of funds under the Community Development Block (CDBG) program.

Particular emphasis is placed on participation by the residents of areas where funds are proposed to be spent, and other low- and moderate- income or blighted areas. Participation and input is encouraged by local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations), will be solicited via newspaper, social media, internet, word of mouth, and direct contact by telephone, email and/or mail.

Commencing with Consolidated Plans submitted after January 1, 2018, such consultations shall include broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies, will be employed to enlighten citizens of the benefits of active citizen involvement in the development of the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report.

The grantee shall encourage, in conjunction with consultation with public housing agencies, the participation of residents of public and assisted housing developments (including any resident advisory boards, resident councils, and resident management corporations) in the process of developing and implementing the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report, along with other low-income residents of targeted revitalization areas in which the developments are located. The grantee shall make an effort to provide information to the PHA about the AFH, AFFH strategy, and Plan activities related to its developments and surrounding communities so that the PHA can make this information available at the annual public hearing(s) required for the PHA Plan.

The grantee will explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance; e.g., use of focus groups and the Internet.

A process to be followed in drawing up and approving the plan and the schedule of meetings and hearings will be available to individuals and organizations interested in the development of the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report.

The Community Development Department will serve as the City's liaison with interested individuals and groups concerned with the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report. Educational programs for specific project areas, for all target areas, and for city residents in general will be conducted as necessary. This may be accomplished by special publications offering more information or sources of assistance.



ACCESS TO RECORDS, LOCAL MEETINGS, AND INFORMATION

Before adopting a proposed Plan, the City of Gainesville will publish a summary of the proposed Plan in at least one newspaper of general circulation in the city, describing the contents and purpose of the Plan. This summary shall include the total amount of entitlement funds to be made available for the Plan, and the range of activities that may be undertaken with these funds and the kinds of activities previously funded in the community. The type of activities ineligible will be provided as necessary.

The summary will also include a list of the locations where copies of the entire proposed Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report might be examined.

Copies of the proposed Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report will be available to be examined in the public libraries in the city and in the office of the Community Development Department. A reasonable number of free copies of the proposed plan will be provided to citizens and groups that request it.

Citizens will be given reasonable and timely access to local meetings, information, and records relating to the proposed use of Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report. Specifically, the City will notify the public at least ten (10) days in advance of the public meetings regarding the proposed use of funds.

All-important program documents; including copies of previous CDBG and other applications, letters of approval, performance reports, evaluation reports, program regulations, explanations of program requirements; planning studies and reports, and newsletters regarding the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report will be available for public examination at the office of the Community Development Department during normal business hours.

The public may inquire by telephone at 770-531-6570 or come to the Department office located at 311 Henry Ward Way. Documents will be sent to citizens upon written request. Source documents will be available for public examination at the Department office during normal business hours. Upon request, the Citizen Participation Plan will be put into a format accessible to person with disabilities.

PROVISION OF TECHNICAL ASSISTANCE TO CITIZENS

Technical assistance within the capability of the Community Development Department will be provided to groups representing persons of low and moderate income if such assistance is requested. Further, individuals will be assisted as far as is practical in developing their views, proposals, or the resolution of problems. The Department will also assist community groups and governmental agencies with planning and implementing activities to assist the elderly, handicapped, abused children or other needy persons and with activities to provide decent housing for the elderly and low-income persons.



PUBLIC HEARINGS

Public hearings will be held to obtain citizen views and to respond to proposals and questions at all stages of the Community Development program. Public hearings will begin prior to development of the AAP and continue through the implementation phase of the program year. Hearings either will be formal meetings held at a specific time and date or be more flexible and run for a four- or five-day period for normal work hours and accommodate groups or individuals on a walk-in or appointment basis. There will be a minimum of two public hearings each year, to be conducted during at least two different program phases during the program year. During the development of the Consolidated Plan, at least one public hearing must be held before the proposed plan is published for public comment.

Hearings will be at facilities that are designed to accommodate the handicapped and that are convenient and accessible to low- and moderate-income persons. Notices of hearings, environmental reviews, final statements, proposed fund use and other items as required will be published in at least one newspaper of general circulation in the City, as well as any known local minority newspaper. Notices of hearings or other items published will inform the public of the time, date, location, purpose, method of response, or other pertinent information.

COMMENTS AND COMPLAINTS

Comments from citizens concerning the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report are welcome at any time. There will be a period of at least 30 days to receive comments from citizens on the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report each year before completion of the final Plan Statement. Any comments or views received orally or in writing from citizens will be considered in preparing the final Plan Statement. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons; therefore, shall be attached to the final Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report. Complaints involving any aspect of the Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report should be directed to:

Community Development Department
Special Projects/Neighborhood Development Division
311 Henry Ward Way, SE
P. O. Box 2496
Gainesville, Georgia 30503-2496
Telephone: (770) 531-6570

The complaint will receive expedient and comprehensive attention. Written answers will be provided within fifteen (15) working days. Complaints not resolved by the Department will be referred to the City Manager, the CDBG Committee, or the Mayor and City Council in that order. If requested, citizens will be provided the address and/or telephone number of the U.S. Department of Housing and Urban Development Atlanta Area Office.



PERFORMANCE REPORTS

Citizens will have the opportunity to comment on the annual CAPER performance report before it is submitted to HUD. Notice of the availability of the draft performance report will be provided in a newspaper of general circulation, along with the location at which the report may be examined. Citizens will have at least fifteen (15) days in which to examine the report and provide comments on it before it is submitted to HUD. The City of Gainesville will consider any comments or views of citizens received orally at public hearings or in writing regarding the performance report. A summary of these comments or views will be attached to the final performance report.

PLAN AMENDMENTS

Substantial amendments to the Citizen Participation Plan, Assessment of Fair Housing (AFH), Consolidated Plan or Substantial Amendments to the Consolidated Plan, Annual Action Plan, and the CAPER performance report require public notice and participation. A substantial amendment is defined as a major change in an approved strategy. It involves a change to the five-year strategy, which may be caused by a decision to undertake programs or activities inconsistent with that strategy. For example, shifting in spending of funds from Housing to Public Facilities within the City's CDBG program would require a plan amendment.

Citizens will have the opportunity to comment on substantial amendments to the Plan before they are officially adopted. Notice of the availability of substantial amendments will be provided in a newspaper of general circulation, along with the location at which the amendments may be examined. Citizens will have at least thirty (30) days in which to examine the amendments and provide comments before they are officially adopted.

The City of Gainesville will consider any comments or views of citizens received orally at public hearings or in writing regarding the amendments. A summary of these comments or views will be attached to the amendments.

Budget transfers within accounts of the same project budget are not considered substantial and do not require public notice. Budget transfers of less than 20 percent of the current year's CDBG budget from one project budget or project code to another project budget or project code are not considered substantial and do not require public notice.

LANGUAGES

The City of Gainesville has a moderate amount of households requiring services be provided in a language other than English. Upon request or as necessary, the City will make arrangements for documents to be provided in another language or for translators to assist with communication.